



Regular Meeting Agenda April 3, 2018

Placentia City Council
Placentia City Council as Successor to the Placentia
Redevelopment Agency
Placentia Industrial Commercial
Development Authority

Chad P. Wanke
Mayor

Rhonda Shader
Mayor Pro Tem

Craig S. Green
Councilmember

Ward L. Smith
Councilmember

Jeremy B. Yamaguchi
Councilmember

Patrick J. Melia
City Clerk

Kevin A. Larson
City Treasurer

Damien R. Arrula
City Administrator

Christian L. Bettenhausen
City Attorney

City of Placentia
401 E. Chapman Avenue
Placentia, CA 92870

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Mission Statement

The City Council is committed to keeping Placentia a pleasant place by providing a safe family atmosphere, superior public services and policies that promote the highest standards of community life.

Vision Statement

The City of Placentia will maintain an open, honest, responsive and innovative government that delivers quality services in a fair and equitable manner while optimizing available resources.

Copies of all agenda materials are available for public review in the Office of the City Clerk, online at www.placentia.org, and at the Placentia Library Reference Desk. Persons who have questions concerning any agenda item may call the City Clerk's Office, (714) 993-8231, to make inquiry concerning the nature of the item described on the agenda.

Procedures for Addressing the Council/Board Members

Any person who wishes to speak regarding an item on the agenda or on a subject within the City's jurisdiction during the "Oral Communications" portion of the agenda should fill out a "Speaker Request Form" and give it to the City Clerk BEFORE that portion of the agenda is called. Testimony for Public Hearings will only be taken at the time of the hearing. Any person who wishes to speak on a Public Hearing item should fill out a "Speaker Request Form" and give it to the City Clerk BEFORE the item is called.

The Council and Board members encourage free expression of all points of view. To allow all persons the opportunity to speak, please keep your remarks brief. If others have already expressed your position, you may simply indicate that you agree with a previous speaker. If appropriate, a spokesperson may present the views of an entire group. To encourage all views, the Council and Board discourage clapping, booing or shouts of approval or disagreement from the audience.

PLEASE SILENCE ALL PAGERS, CELL PHONES, AND OTHER ELECTRONIC EQUIPMENT WHILE COUNCIL AND BOARD MEMBERS ARE IN SESSION.

Special Accommodations

In compliance with the Americans with Disabilities Act, if you need special assistance to participate in this meeting, please contact the City Clerk's Office at (714) 993-8231. Notification 48 hours prior to the meeting will generally enable City Staff to make reasonable arrangements to ensure accessibility. (28 CFR 35.102.35.104 ADA Title II)

In compliance with California Government Code § 54957.5, any writings or documents provided to a majority of the City Council regarding any item on this agenda that are not exempt from disclosure under the Public Records Act will be made available for public inspection at the City Clerk's Office at City Hall, 401 East Chapman Avenue, Placentia, during normal business hours.

Study Sessions are open to the public and held in the City Council Chambers or City Hall Community Room. Executive Sessions are held in the Council Caucus Room. While the public may be in attendance during oral announcements preceding Executive Sessions, Executive Sessions are not open to the public.

**PLACENTIA CITY COUNCIL
PLACENTIA CITY COUNCIL AS SUCCESSOR TO THE
PLACENTIA REDEVELOPMENT AGENCY
PLACENTIA INDUSTRIAL COMMERCIAL DEVELOPMENT AUTHORITY
REGULAR MEETING AGENDA- CLOSED SESSION**

April 3, 2018

**5:00 p.m. – City Council Chambers
401 E. Chapman Avenue, Placentia, CA**

CALL TO ORDER:

ROLL CALL: Councilmember/Board Member Green
Councilmember/Board Member Smith
Councilmember/Board Member Yamaguchi
Mayor Pro Tem/Board Vice Chair Shader
Mayor/Board Chair Wanke

ORAL COMMUNICATIONS:

At this time the public may address the City Council and Boards of Directors concerning any items on the Closed Session Agenda only. There is a five (5) minute time limit for each individual addressing the City Council and Boards of Directors.

The City Council and Boards of Directors will recess to the City Council Caucus Room for the purpose of conducting their Closed Session proceedings.

1. Pursuant to Government Code Section 54956.9(d)(1):
CONFERENCE WITH LEGAL COUNSEL- EXISTING LITIGATION
Name of Case: 567 Melrose Street, LLC vs City of Placentia, et al;
Case 30-2017-00909817-CU-EI-CXC
2. **PURSUANT TO GOVERNMENT CODE SECTION 54956.9(D)(1):**
CONFERENCE WITH LEGAL COUNSEL – EXISTING LITIGATION
Name of Case: LBC Irwindale, LLC vs City of Placentia; Case 30-2017-00961052-CU-MC-CJC)
3. Pursuant to Government Code Section 54956.9(d)(2):
CONFERENCE WITH LEGAL COUNSEL – Anticipated Litigation
Significant exposure to litigation: (1 Case)

RECESS: The City Council and Boards of Directors will recess to their 7:00 p.m. Regular Meeting.

**PLACENTIA CITY COUNCIL
PLACENTIA CITY COUNCIL AS SUCCESSOR TO THE
PLACENTIA REDEVELOPMENT AGENCY
PLACENTIA INDUSTRIAL COMMERCIAL DEVELOPMENT AUTHORITY
REGULAR MEETING AGENDA
April 3, 2018
7:00 p.m. – City Council Chambers
401 E. Chapman Avenue, Placentia, CA**

CALL TO ORDER:

ROLL CALL: Councilmember/Board Member Green
Councilmember/Board Member Smith
Councilmember/Board Member Yamaguchi
Mayor Pro Tem/Board Vice Chair Shader
Mayor/Board Chair Wanke

INVOCATION: Chaplain Kenneth Milhander

PLEDGE OF ALLEGIANCE:

PRESENTATION:

a. **Presentation of Championship Medals**

Recipients: Placentia Youth Basketball teams and scholarship fund contributors

Presenter: Mayor Wanke

CLOSED SESSION REPORT:

CITY ADMINISTRATOR REPORT:

ORAL COMMUNICATIONS:

At this time the public may address the City Council and Boards of Directors concerning any agenda item, which is not a public hearing item, or on matters within the jurisdiction of the City Council and Boards of Directors. There is a five (5) minute time limit for each individual addressing the City Council and Boards of Directors.

CITY COUNCIL/BOARD MEMBER COMMENTS:

1. CONSENT CALENDAR (Items 1.a. through 1.g.):

All items on the Consent Calendar are considered routine and are enacted by one motion approving the recommended action listed on the Agenda. Any Member of the City Council and Boards of Directors or City Administrator may request an item be removed from the Consent Calendar for discussion. All items removed shall be considered immediately following action on the remaining items.

1.a. **Consideration to Waive Reading in Full of all Ordinances and Resolutions**

Fiscal Impact: None

Recommended Action: Approve.

- 1.b. **City Fiscal Year 2017-18 Register for April 3, 2018**
Check Register
Fiscal Impact: \$961,066.67
Electronic Disbursement Register
Fiscal Impact: 814,873.12
Recommended Action: It is recommended that the City Council:
 1) Receive and file.
- 1.c. **Proclamation Declaring April 2018 as "DMV/Donate Life California Month"**
- 1.d. **Increase of 2018 St. Jude Healthy Communities Grant**
Fiscal Impact: Expense: None
 Revenue: \$31,000 St. Jude Grant
Recommended Action: It is recommended that the City Council:
 1) Approve an additional \$5,000 to the initial \$26,000 Restricted Project Grant Agreement with St. Jude Hospital for the completion of repairs to the playground rubberized surfacing at Kraemer and McFadden Parks; and
 2) Authorize the City Administrator and/or his designee to execute all necessary documents, in a form approved by the City Attorney.
- 1.e. **Agreement with the Orange County Sheriff's Department to Receive Federal Emergency Management Performance Grant (EMPG) Fund Reimbursement for Completion of the Emergency Operations Center**
Fiscal Impact: Expense: \$14,914 Project Cost
 Revenue: \$ 7,457 Miscellaneous Grant Special Revenue Fund
 \$ 7,457 General Fund
Recommended Action: It is recommended that the City Council:
 1) Adopt Resolution No. R-2018-XX, A Resolution of the City Council of the City of Placentia, California, Authorizing persons holding certain designated position to execute Emergency Management and Homeland Security Grant documents for and on behalf of the City of Placentia for the purpose of obtaining certain Federal Financial Assistance and/or State Financial Assistance; and
 2) Approve the Agreement to Transfer Funds for 2017 Emergency Management Performance Grant Program; and
 3) Approve Resolution No. R-2018-XX, A Resolution of the City Council of the City of Placentia, California authorizing a budget amendment in Fiscal Year 2017-18 in compliance with City Charter of the City of Placentia §§1206 and 1209 pertaining to appropriations for actual expenditures; and
 4) Authorize the City Administrator to sign the necessary documents, in a form approved by the City Attorney.
- 1.f. **Exclusive Negotiating Agreement with Fine Hospitality Group, LLC for Real Property Located at 350 and 380 S. Placentia Avenue**
Fiscal Impact: None.
Recommended Action: It is recommended that the City Council:
 1) Execute an Exclusive Negotiating Agreement (ENA) with Fine Hospitality Group, LLC for real property located at 350 and 380 S. Placentia Avenue; and
 2) Authorize the City Administrator and/or his designee to execute all necessary documents, in a form approved by the City Attorney.

1.g. **Professional Services Agreement for Engineering Services for the Design of the TOD/Crowther Avenue Sewer Pipeline Project**

Fiscal Impact: Expense: \$318,437 Professional Engineering Services
Revenue: \$318,437 Sewer Fund

No General Fund dollars will be used on this project.

Recommended Action: It is recommended that the City Council:

- 1) Award a Professional Services Agreement for a not-to-exceed amount of \$318,437 to Dudek Corporation, for Engineering Services for the Design of the Crowther Sewer Pipeline Project; and
- 2) Approve a short-term loan and repayment agreement of \$318,437 between the City of Placentia Sewer Maintenance Fund and the City of Placentia Transit-Oriented District Sewer Development Impact Fund to advance engineering design work on this project; and
- 3) Direct Staff to repay the City of Placentia Sewer Maintenance Fund upon receipt of the TOD Sewer Development Impact Fees from the Integral/Lyon Living Project; and
- 4) Authorize the City Administrator to approve contract change orders up to 10% of the contract amount, or \$31,843; and
- 5) Authorize the City Administrator and/or his designee to execute all the necessary documents, in a form approved by the City Attorney.

2. PUBLIC HEARING:

2.a. **Continuance of Public Hearing on Resolution of Necessity**

Fiscal Impact: None

Recommended Action: It is recommended that the City Council:

- 1) The City Attorney recommends the hearing be continued to the City Council's April 17, 2018 meeting, at 7:00 p.m. to allow for further discussions between the parties.

2.b. **Public Hearing and Formation of Community Facilities District No. 2018-01 (TOD Maintenance Services) To Fund Certain Public Services for the Transit Oriented District (TOD) Area**

Fiscal Impact: There are no direct fiscal impacts to the City's budget associated with the recommended actions.

Recommended Action: It is recommended that the City Council:

- 1) Open the Public Hearing concerning the proposed Community Facilities District No. 2018-01 (the "CFD") for the Transit Oriented District Area; and
- 2) Receive the Staff Report, consider all public testimony, ask questions of Staff; and
- 3) Close the Public Hearing; and
- 4) Accept the Petition, Consent and Waiver from the landowner requesting the formation of a Community Facilities District (CFD) to fund maintenance services within the TOD project area; and
- 5) Adopt Resolution No. R-2018-XX, A Resolution to Form a Community Facilities District and to Levy Special Taxes Therein, City of Placentia Community Facilities District (CFD) No. 2018-01 (TOD Maintenance Services); and
- 6) Adopt Resolution No. R-2018-XX, A Resolution Calling a Special Tax Election and submitting to the Qualified Electors the question of levying a special tax; and
- 7) Conduct a Special Election on the CFD formation during which the canvassing board opens the ballots, tallies the vote, and announces the results of the Special Election; and

- 8) Adopt Resolution No. R-2018-XX, A Resolution Declaring Results of the Special Tax Election, Determining Validity of Prior Proceedings, and Directing Recording of Notice of Special Tax Lien; and
- 9) Waive full reading, by title only, and introduce for first reading Ordinance No. O-2018-XX, an Ordinance of the City Council of the City of Placentia Levying Special Taxes Within Community Facilities District No. 2018-01.

2.c. **Continuance of Public Hearing on the Comprehensive Fee Schedule Adjusting Rates and Charges for Various City Services and Related Resolutons**

Fiscal Impact: None

Recommended Action: It is recommended that the City Council:

- 1) Staff recommends a continuance of the hearing from today to April 17, 2018 p.m. to provide further opportunity for fee adjustment discussions between the City and Revenue Costs Specialist, LLC.

2.d. **Public Hearing Regarding Solid Waste Handling Services Rate Adjustment and Related Resolutions for Fiscal Year 2018-19**

Fiscal Impact: There is no direct fiscal impact to the City's budget associated with the recommended actions.

Recommended Action: It is recommended that the City Council:

- 2) Open the Public Hearing concerning the Solid Waste Handling Services Rate Adjustment and related resolutions for Fiscal Year 2018-19; and
- 3) Receive the Staff Report, consider all public testimony, ask questions of Staff; and
- 4) Close the Public Hearing; and
- 5) Adopt Resolution No. R-2018-XX, A Resolution of the City Council of the City of Placentia, California approving the Amended Fee Schedule for Solid Waste Handling Services to Reflect Consumer Price Index Increases and Organics Recycling Requirements (AB 1826); and
- 6) Adopt Resolution No. R-2018-XX, A Resolution of the City Council of the City of Placentia, California authorizing and determining residential solid waste handling service charges and directing placement thereof on the Orange County tax rolls; and
- 7) Approve Amendment No. 8 to the Amended, Revised and Restated Agreement for Solid Waste Handling Services between the City of Placentia and Republic Waste Services of Southern California, LLC; and
- 8) Approve Amendment No. 9 to the Amended, Revised and Restated Agreement for Solid Waste Handling Services between the City of Placentia and Republic Waste Services of Southern California, LLC; and
- 9) Authorize the City Administrator to execute all the necessary documents, in a form approved by the City Attorney.

3. REGULAR AGENDA:

ADJOURNMENT:

The City Council/Successor Agency/ICDA Agency Board of Directors will adjourn to Tuesday, April 17, 2018 at 5:00 p.m.

TENTATIVE AGENDA FORECAST

The Tentative Agenda Forecast is subject to change up until the posting of the Agenda for the Council Meeting listed below:

- Acceptance of Construction Work and Notice of Completion for the Placentia Police Station Lobby Ada Improvement Project, Project No. Pw 2016-20
- Adoption of Project List for FY 2018-19 SB-1 Funded Road Projects
- Amend Agreement with RBI Traffic for Consultant Traffic Engineer Services
- Acceptance of Grant Deeds for Easements for the Lakeview Grade Separation Project
- Agreement with Clear Choice for Lien Services for Police Department Impound Lot
- Study Session for SC Development at Alta Vista & Rose Drive
- Presentation of Local Circulator Transit Study
- Presentation of Get Healthy Placentia – A 5-Year Strategic Initiative to Create a Culture of Health and Complete Parks Resolution

CERTIFICATION OF POSTING

I, Rosanna Ramirez, Chief Deputy City Clerk of the City of Placentia and Assistant Secretary of the Industrial Commercial Development Authority and Successor Agency, hereby certify that the Agenda for the April 3, 2018 meetings of the City Council, Successor Agency, and Industrial Commercial Development Authority was posted on March 29, 2018.

Rosanna Ramirez, Acting Director of Administrative Services/
Chief Deputy City Clerk

City of Placentia
Check Register
For 04/03/2018

Type	Vendor Name/ID	Description	Account/Description	Batch ID	Amount	Invoice#	PO #	Check #	Check Date
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Grand Total: 961,066.67

<u>Check Totals by ID</u>	
AP	961,066.67
EP	0.00
IP	0.00
OP	0.00

Fund Name	<u>Check Totals by Fund</u>
101-General Fund (0010)	349,198.85
208-Sccssr Agncy Ret Oblg (0054)	3,687.54
225-Asset Seizure (0021)	25,202.52
228-NOC-Public Safety Grant(0061)	84.07
260-Street Lighting Distret (0028)	30,426.77
261-Public Safety CFD 2014-01	597.60
265-Landscape Mainteenance (0029)	4,888.21
275-Sewer Maintenance (0048)	27,456.38
401-City Capital Projects (0033)	284,406.35
501-Refuse Administration (0037)	231,631.20
605-Risk Management (0040)	2,706.68
701-Special Deposits (0044)	780.50

Void Total: 0.00
Check Total: 961,066.67

Check Total: 961,066.67

Funds will be transferred from the Cash Basis Fund as needed to fund the warrants included on this warrant register

**City of Placentia
Check Register
For 03/28/2018**

Type	Vendor Name/ID	Description	Account/Description	Batch ID	Amount Invoice#	PO #	Check #	Check Date
MW OH	AMERICAN OFFICE V009212	OFFICE FURNITURE FOR PW YARD	103654-6130 Repair & Maint/Facilities	AP031518	6,491.94 9456	P11251	00097191	03/15/2018
					Check Total:	6,491.94		
MW OH	ANAHEIM FULLERTON V006631	OCT 2017 TOWING SERVICES	103047-6181 Towing Services	AP031518	101.75 164320	P11131	00097192	03/15/2018
MW OH	ANAHEIM FULLERTON V006631	AUGUST 2017 TOWING SERVICES	103047-6181 Towing Services	AP031518	101.75 178878	P11131	00097192	03/15/2018
MW OH	ANAHEIM FULLERTON V006631	JULY 2017 TOWING SERVICES	103047-6181 Towing Services	AP031518	101.75 180286	P11131	00097192	03/15/2018
MW OH	ANAHEIM FULLERTON V006631	MAY 2017 CSUF PD TOWING SVS	103047-6181 Towing Services	AP031518	165.00 182973	P11131	00097192	03/15/2018
MW OH	ANAHEIM FULLERTON V006631	MAY 2017 CSUF PD TOWING SVS	103047-6181 Towing Services	AP031518	165.00 182987	P11131	00097192	03/15/2018
MW OH	ANAHEIM FULLERTON V006631	MAY 2017 CSUF PD TOWING SVS	103047-6181 Towing Services	AP031518	90.75 182996	P11131	00097192	03/15/2018
MW OH	ANAHEIM FULLERTON V006631	JULY 2017 TOWING SERVICES	103047-6181 Towing Services	AP031518	185.00 183846	P11131	00097192	03/15/2018
MW OH	ANAHEIM FULLERTON V006631	JULY 2017 TOWING SERVICES	103047-6181 Towing Services	AP031518	185.00 183847	P11131	00097192	03/15/2018
MW OH	ANAHEIM FULLERTON V006631	MAY 2017 CSUF PD TOWING SVS	103047-6181 Towing Services	AP031518	165.00 183856	P11131	00097192	03/15/2018
MW OH	ANAHEIM FULLERTON V006631	MAY 2017 CSUF PD TOWING SVS	103047-6181 Towing Services	AP031518	165.00 183857	P11131	00097192	03/15/2018
MW OH	ANAHEIM FULLERTON V006631	MAY 2017 CSUF PD TOWING SVS	103047-6181 Towing Services	AP031518	165.00 183880	P11131	00097192	03/15/2018
MW OH	ANAHEIM FULLERTON V006631	MAY 2017 CSUF PD TOWING SVS	103047-6181 Towing Services	AP031518	101.75 183904	P11131	00097192	03/15/2018
MW OH	ANAHEIM FULLERTON V006631	AUG 2017 CSUF PD TOWING SVS	103047-6181 Towing Services	AP031518	101.75 183949	P11131	00097192	03/15/2018
MW OH	ANAHEIM FULLERTON	MAY 2017 CSUF PD TOWING SVS	103047-6181	AP031518	165.00 184393	P11131	00097192	03/15/2018

City of Placentia
Check Register
For 03/28/2018

Type	Vendor Name/ID	Description	Account/Description	Batch ID	Amount	Invoice#	PO #	Check #	Check Date
	V006631		Towing Services						
MW OH	ANAHEIM FULLERTON V006631	JULY 2017 TOWING SERVICES	103047-6181 Towing Services	AP031518	165.00	184625	P11131	00097192	03/15/2018
MW OH	ANAHEIM FULLERTON V006631	MAY 2017 CSUF PD TOWING SVS	103047-6181 Towing Services	AP031518	101.75	190250	P11131	00097192	03/15/2018
MW OH	ANAHEIM FULLERTON V006631	SEPT 2017 CSUF PD TOWING SVS	103047-6181 Towing Services	AP031518	185.00	192206	P11131	00097192	03/15/2018
MW OH	ANAHEIM FULLERTON V006631	AUGUST 2017 TOWING SERVICES	103047-6181 Towing Services	AP031518	101.75	192335	P11131	00097192	03/15/2018
MW OH	ANAHEIM FULLERTON V006631	AUG 2017 CSUF PD TOWING SVS	103047-6181 Towing Services	AP031518	185.00	192336	P11131	00097192	03/15/2018
MW OH	ANAHEIM FULLERTON V006631	AUG 2017 CSUF PD TOWING SVS	103047-6181 Towing Services	AP031518	185.00	192339	P11131	00097192	03/15/2018
MW OH	ANAHEIM FULLERTON V006631	SEPT 2017 CSUF PD TOWING SVS	103047-6181 Towing Services	AP031518	101.75	192347	P11131	00097192	03/15/2018
MW OH	ANAHEIM FULLERTON V006631	SEPT 2017 TOWING SERVICES	103047-6181 Towing Services	AP031518	185.00	192348	P11131	00097192	03/15/2018
MW OH	ANAHEIM FULLERTON V006631	SEPT 2017 TOWING SERVICES	103047-6181 Towing Services	AP031518	185.00	192352	P11131	00097192	03/15/2018
MW OH	ANAHEIM FULLERTON V006631	SEPT 2017 TOWING SERVICES	103047-6181 Towing Services	AP031518	185.00	192359	P11131	00097192	03/15/2018
MW OH	ANAHEIM FULLERTON V006631	SEPT 2017 TOWING SERVICES	103047-6181 Towing Services	AP031518	185.00	192363	P11131	00097192	03/15/2018
MW OH	ANAHEIM FULLERTON V006631	SEPT 2017 CSUF PD TOWING SVS	103047-6181 Towing Services	AP031518	185.00	192373	P11131	00097192	03/15/2018
MW OH	ANAHEIM FULLERTON V006631	SEPT 2017 TOWING SERVICES	103047-6181 Towing Services	AP031518	185.00	192376	P11131	00097192	03/15/2018
MW OH	ANAHEIM FULLERTON V006631	SEPT 2017 CSUF PD TOWING SVS	103047-6181 Towing Services	AP031518	101.75	192379	P11131	00097192	03/15/2018
MW OH	ANAHEIM FULLERTON	SEPT 2017 TOWING SERVICES	103047-6181	AP031518	101.75	192385	P11131	00097192	03/15/2018

**City of Placentia
Check Register
For 03/28/2018**

Type	Vendor Name/ID	Description	Account/Description	Batch ID	Amount	Invoice#	PO #	Check #	Check Date
	V006631		Towing Services						
MW OH	ANAHEIM FULLERTON V006631	SEPT 2017 TOWING SERVICES	103047-6181 Towing Services	AP031518	101.75	192392	P11131	00097192	03/15/2018
MW OH	ANAHEIM FULLERTON V006631	NOV 2017 CSUF PD TOWING SVS	103047-6181 Towing Services	AP031518	185.00	193413	P11131	00097192	03/15/2018
MW OH	ANAHEIM FULLERTON V006631	NOV 2017 CSUF PD TOWING SVS	103047-6181 Towing Services	AP031518	101.75	193414	P11131	00097192	03/15/2018
MW OH	ANAHEIM FULLERTON V006631	NOV 2017 CSUF PD TOWING SVS	103047-6181 Towing Services	AP031518	185.00	193416	P11131	00097192	03/15/2018
MW OH	ANAHEIM FULLERTON V006631	NOV 2017 TOWING SERVICES	103047-6181 Towing Services	AP031518	185.00	193417	P11131	00097192	03/15/2018
MW OH	ANAHEIM FULLERTON V006631	NOV 2017 CSUF PD TOWING SVS	103047-6181 Towing Services	AP031518	101.75	193424	P11131	00097192	03/15/2018
MW OH	ANAHEIM FULLERTON V006631	DEC 2017 CSUF PD TOWING SVS	103047-6181 Towing Services	AP031518	185.00	193433	P11131	00097192	03/15/2018
MW OH	ANAHEIM FULLERTON V006631	NOV 2017 CSUF PD TOWING SVS	103047-6181 Towing Services	AP031518	185.00	194403	P11131	00097192	03/15/2018
MW OH	ANAHEIM FULLERTON V006631	NOV 2017 CSUF PD TOWING SVS	103047-6181 Towing Services	AP031518	185.00	194407	P11131	00097192	03/15/2018
MW OH	ANAHEIM FULLERTON V006631	NOV 2017 TOWING SERVICES	103047-6181 Towing Services	AP031518	185.00	194421	P11131	00097192	03/15/2018
MW OH	ANAHEIM FULLERTON V006631	NOV 2017 CSUF PD TOWING SVS	103047-6181 Towing Services	AP031518	185.00	194430	P11131	00097192	03/15/2018
MW OH	ANAHEIM FULLERTON V006631	NOV 2017 CSUF PD TOWING SVS	103047-6181 Towing Services	AP031518	185.00	194432	P11131	00097192	03/15/2018
MW OH	ANAHEIM FULLERTON V006631	NOV 2017 CSUF PD TOWING SVS	103047-6181 Towing Services	AP031518	185.00	194470	P11131	00097192	03/15/2018
MW OH	ANAHEIM FULLERTON V006631	NOV 2017 TOWING SERVICES	103047-6181 Towing Services	AP031518	185.00	196643	P11131	00097192	03/15/2018
MW OH	ANAHEIM FULLERTON	NOV 2017 CSUF PD TOWING SVS	103047-6181	AP031518	185.00	196644	P11131	00097192	03/15/2018

City of Placentia
Check Register
For 03/28/2018

Type	Vendor Name/ID	Description	Account/Description	Batch ID	Amount	Invoice#	PO #	Check #	Check Date
	V006631		Towing Services						
MW OH	ANAHEIM FULLERTON V006631	SEPT 2017 CSUF PD TOWING SVS	103047-6181 Towing Services	AP031518	185.00	196876	P11131	00097192	03/15/2018
MW OH	ANAHEIM FULLERTON V006631	OCT 2017 TOWING SERVICES	103047-6181 Towing Services	AP031518	185.00	196884	P11131	00097192	03/15/2018
MW OH	ANAHEIM FULLERTON V006631	AUG 2017 CSUF PD TOWING SVS	103047-6181 Towing Services	AP031518	185.00	196925	P11131	00097192	03/15/2018
MW OH	ANAHEIM FULLERTON V006631	AUGUST 2017 TOWING SERVICES	103047-6181 Towing Services	AP031518	185.00	196927	P11131	00097192	03/15/2018
MW OH	ANAHEIM FULLERTON V006631	AUG 2017 CSUF PD TOWING SVS	103047-6181 Towing Services	AP031518	101.75	196940	P11131	00097192	03/15/2018
MW OH	ANAHEIM FULLERTON V006631	AUGUST 2017 TOWING SERVICES	103047-6181 Towing Services	AP031518	101.75	196952	P11131	00097192	03/15/2018
MW OH	ANAHEIM FULLERTON V006631	AUG 2017 CSUF PD TOWING SVS	103047-6181 Towing Services	AP031518	101.75	196959	P11131	00097192	03/15/2018
MW OH	ANAHEIM FULLERTON V006631	AUG 2017 CSUF PD TOWING SVS	103047-6181 Towing Services	AP031518	185.00	196975	P11131	00097192	03/15/2018
MW OH	ANAHEIM FULLERTON V006631	SEPT 2017 TOWING SERVICES	103047-6181 Towing Services	AP031518	185.00	196979	P11131	00097192	03/15/2018
MW OH	ANAHEIM FULLERTON V006631	SEPT 2017 TOWING SERVICES	103047-6181 Towing Services	AP031518	185.00	196989	P11131	00097192	03/15/2018
MW OH	ANAHEIM FULLERTON V006631	SEPT 2017 CSUF PD TOWING SVS	103047-6181 Towing Services	AP031518	185.00	196996	P11131	00097192	03/15/2018
MW OH	ANAHEIM FULLERTON V006631	DEC 2017 CSUF PD TOWING SVS	103047-6181 Towing Services	AP031518	185.00	197507	P11131	00097192	03/15/2018
MW OH	ANAHEIM FULLERTON V006631	DEC 2017 CSUF PD TOWING SVS	103047-6181 Towing Services	AP031518	185.00	197564	P11131	00097192	03/15/2018
MW OH	ANAHEIM FULLERTON V006631	NOV 2017 CSUF PD TOWING SVS	103047-6181 Towing Services	AP031518	185.00	199673	P11131	00097192	03/15/2018
MW OH	ANAHEIM FULLERTON	AUG 2017 CSUF PD TOWING SVS	103047-6181	AP031518	185.00	199711	P11131	00097192	03/15/2018

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	V006631		Towing Services						
MW OH	ANAHEIM FULLERTON V006631	SEPT 2017 CSUF PD TOWING SVS	103047-6181 Towing Services	AP031518	185.00	200001	P11131	00097192	03/15/2018
MW OH	ANAHEIM FULLERTON V006631	SEPT 2017 TOWING SERVICES	103047-6181 Towing Services	AP031518	185.00	200004	P11131	00097192	03/15/2018
MW OH	ANAHEIM FULLERTON V006631	SEPT 2017 TOWING SERVICES	103047-6181 Towing Services	AP031518	101.75	200010	P11131	00097192	03/15/2018
MW OH	ANAHEIM FULLERTON V006631	AUG 2017 CSUF PD TOWING SVS	103047-6181 Towing Services	AP031518	185.00	200056	P11131	00097192	03/15/2018
MW OH	ANAHEIM FULLERTON V006631	SEPT 2017 TOWING SERVICES	103047-6181 Towing Services	AP031518	101.75	200081	P11131	00097192	03/15/2018
MW OH	ANAHEIM FULLERTON V006631	SEPT 2017 CSUF PD TOWING SVS	103047-6181 Towing Services	AP031518	185.00	200085	P11131	00097192	03/15/2018
MW OH	ANAHEIM FULLERTON V006631	NOV 2017 CSUF PD TOWING SVS	103047-6181 Towing Services	AP031518	101.75	200214	P11131	00097192	03/15/2018
MW OH	ANAHEIM FULLERTON V006631	AUG 2017 CSUF PD TOWING SVS	103047-6181 Towing Services	AP031518	185.00	200274	P11131	00097192	03/15/2018
MW OH	ANAHEIM FULLERTON V006631	SEPT 2017 CSUF PD TOWING SVS	103047-6181 Towing Services	AP031518	101.75	200295	P11131	00097192	03/15/2018
MW OH	ANAHEIM FULLERTON V006631	SEPT 2017 CSUF PD TOWING SVS	103047-6181 Towing Services	AP031518	185.00	200473	P11131	00097192	03/15/2018
MW OH	ANAHEIM FULLERTON V006631	NOV 2017 TOWING SERVICES	103047-6181 Towing Services	AP031518	185.00	200592	P11131	00097192	03/15/2018
MW OH	ANAHEIM FULLERTON V006631	NOV 2017 CSUF PD TOWING SVS	103047-6181 Towing Services	AP031518	101.75	200593	P11131	00097192	03/15/2018
MW OH	ANAHEIM FULLERTON V006631	AUGUST 2017 TOWING SERVICES	103047-6181 Towing Services	AP031518	185.00	201908	P11131	00097192	03/15/2018
MW OH	ANAHEIM FULLERTON V006631	AUGUST 2017 TOWING SERVICES	103047-6181 Towing Services	AP031518	185.00	201915	P11131	00097192	03/15/2018
MW OH	ANAHEIM FULLERTON	AUG 2017 CSUF PD TOWING SVS	103047-6181	AP031518	185.00	201916	P11131	00097192	03/15/2018

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	V006631		Towing Services						
MW OH	ANAHEIM FULLERTON V006631	AUG 2017 CSUF PD TOWING SVS	103047-6181 Towing Services	AP031518	185.00	201933	P11131	00097192	03/15/2018
MW OH	ANAHEIM FULLERTON V006631	AUG 2017 CSUF PD TOWING SVS	103047-6181 Towing Services	AP031518	185.00	201934	P11131	00097192	03/15/2018
MW OH	ANAHEIM FULLERTON V006631	SEPT 2017 CSUF PD TOWING SVS	103047-6181 Towing Services	AP031518	101.75	201940	P11131	00097192	03/15/2018
MW OH	ANAHEIM FULLERTON V006631	SEPT 2017 CSUF PD TOWING SVS	103047-6181 Towing Services	AP031518	185.00	201947	P11131	00097192	03/15/2018
MW OH	ANAHEIM FULLERTON V006631	SEPT 2017 CSUF PD TOWING SVS	103047-6181 Towing Services	AP031518	185.00	201948	P11131	00097192	03/15/2018
				Check Total:	12,549.25				
MW OH	ARCOR INC V010382	SVS ADA-PIKE CASE/CASE EXPERT	101005-6005 Legal Services	AP031518	709.49	2926.3C		00097195	03/15/2018
MW OH	ARCOR INC V010382	SVS ADA-PIKE CASE/CASE EXPERT	101005-6005 Legal Services	AP031518	150.82	2926.5C		00097195	03/15/2018
				Check Total:	860.31				
MW OH	CAMPOS, NILDA V010757	PD TRAINING, MEALS	213041-6250 Staff Training	AP031518	40.00	NC031918		00097196	03/15/2018
				Check Total:	40.00				
MW OH	CARL WARREN & CO V008011	FEBRUARY LIABILITY SERVICES	404582-6025 Third Party Administration	AP031518	1,541.66	1836176		00097197	03/15/2018
				Check Total:	1,541.66				
MW OH	CITY OF BREA V000125	KRAEMER BLVD STREET REHAB SVS	333552-6185 / 6000140018-6185 Construction Services	AP031518	73,113.22	MISC000005	P11142	00097198	03/15/2018
				Check Total:	73,113.22				
MW OH	CONROY, BRIAN V008501	PD TRAINING, MEALS, MILEAGE	213041-6250 Staff Training	AP031518	29.83	BCG032118		00097199	03/15/2018
				Check Total:	29.83				

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MW OH	GRANICUS INC. V007659	MARCH AGENDA MGMT SOFTWARE	101523-6136 Software Maintenance	AP031518	600.00	94777		00097200	03/15/2018
				Check Total:	600.00				
MW OH	HEALTHPOINTE MEDICAL V010713	FEB NEW EMPLOYEE PHYSICALS	101512-6099 Professional Services	AP031518	181.00	30601-2435865		00097201	03/15/2018
				Check Total:	181.00				
MW OH	HINDERLITER DE LLAMAS & V000465	ST QTR SALES TAX ADMIN SVS	102020-6099 Professional Services	AP031518	2,726.16	0028560-IN		00097202	03/15/2018
				Check Total:	2,726.16				
MW OH	HIRSCH PIPE AND SUPPLY V004494	PLUMBING SUPPLIES	103654-6130 Repair & Maint/Facilities	AP031518	120.04	5791850		00097203	03/15/2018
				Check Total:	120.04				
MW OH	HURTADO, SELENA V010756	PD TRAINING, MEALS, MILEAGE	213041-6250 Staff Training	AP031518	72.10	SH031918		00097204	03/15/2018
				Check Total:	72.10				
MW OH	M JACK BROOKS JD V010723	FEB SR. FINANCIAL ADVISOR SVS	102020-6099 Professional Services	AP031518	18,937.50	022018 P	P11254	00097205	03/15/2018
				Check Total:	18,937.50				
MW OH	MOTOROLA SOLUTIONS V010749	800MHz UPGRADE PAYMENTS	103043-6840 Machinery & Equipment	AP031518	125,602.59	26735	P11274	00097206	03/15/2018
				Check Total:	125,602.59				
MW OH	OFFICE INDUSTRIES V007477	OFFICE SUPPLIES	101002-6245 Meetings & Conferences	AP031518	2.13	B61114-1		00097207	03/15/2018
				Check Total:	2.13				
MW OH	ORANGE COUNTY FIRE V000704	FEBRUARY PLAN CHECK CHARGES	0044-2055 Or Co Fire Auth/Pln Rev Depos	AP031518	387.00	P207140		00097208	03/15/2018
MW OH	ORANGE COUNTY FIRE V000704	FEBRUARY PLAN CHECK CHARGES	0044-2055 Or Co Fire Auth/Pln Rev Depos	AP031518	387.00	PC207142		00097208	03/15/2018
				Check Total:	774.00				

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MW OH	ORANGE COUNTY SHERIFF'S PD TRAINING- HURTADO V009715		213041-6250 Staff Training	AP031518	70.00	NCR031918		00097209	03/15/2018
MW OH	ORANGE COUNTY SHERIFF'S PD TRAINING-CAMPOS V009715		213041-6250 Staff Training	AP031518	70.00	SHR031918		00097209	03/15/2018
					Check Total:	140.00			
MW OH	PETE'S ROAD SERVICE INC V000767	TRACTOR TIRE REPLACEMENT	103658-6134 Vehicle Repair & Maintenance	AP031518	297.62	206602-00		00097210	03/15/2018
					Check Total:	297.62			
MW OH	PLACENTIA COMMUNITY V006797	REPUBLIC SVS CONTRIBUTION	100000-4705 Donations & Contributions	AP031518	10,000.00	030718		00097211	03/15/2018
					Check Total:	10,000.00			
MW OH	PLACENTIA YORBA LINDA V000794	7/27 EXCURSION TRI CITY PK	104071-6270 Excursions	AP031518	280.00	25716		00097212	03/15/2018
MW OH	PLACENTIA YORBA LINDA V000794	7/28 SR EXCURSION OC FAIR	104071-6270 Excursions	AP031518	458.75	25720		00097212	03/15/2018
MW OH	PLACENTIA YORBA LINDA V000794	10/14 HERITAGE SHUTTLE	104076-6299 Other Purchased Services	AP031518	1,365.00	810221		00097212	03/15/2018
MW OH	PLACENTIA YORBA LINDA V000794	TRIP FEE	104071-6270 Excursions	AP031518	40.00	810221		00097212	03/15/2018
MW OH	PLACENTIA YORBA LINDA V000794	10/18 SHUTTLE-CHAMPIONS PK	104071-6270 Excursions	AP031518	243.75	810221		00097212	03/15/2018
					Check Total:	2,387.50			
MW OH	RELIANCE STANDARD LIFE V008214	FEB STD INSURANCE PREMIUMS	109595-5169 STD Ins Premium	AP031518	2,352.17	02012018		00097213	03/15/2018
MW OH	RELIANCE STANDARD LIFE V008214	MARCH STD INSURANCE PREMIUMS	109595-5169 STD Ins Premium	AP031518	2,352.17	03012018		00097213	03/15/2018
					Check Total:	4,704.34			
MW OH	REPUBLIC WASTE SERVICES V007205	FEB REFUSE COLLECTION SVS	374386-6101 Disposal	AP031518	211,087.99	676-003233769	P11114	00097214	03/15/2018

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				Check Total:	211,087.99				
MW OH	SAGECREST PLANNING AND FEB BLDG OFFICIAL SVS V010576		102532-6290 Dept. Contract Services	AP031518	6,400.00	1084	P11220	00097215	03/15/2018
MW OH	SAGECREST PLANNING AND FEB PW INSPECTOR SVS V010576		103550-6290 Dept. Contract Services	AP031518	3,726.00	1084	P11220	00097215	03/15/2018
				Check Total:	10,126.00				
MW OH	SERRATO & ASSOCIATES V009807	PD TRAINING- CONROY	213041-6250 Staff Training	AP031518	80.00	BCGS032118		00097216	03/15/2018
				Check Total:	80.00				
MW OH	SIEMENS INDUSTRY INC V008785	JAN ROUTINE SIGNAL MAINT	0010-1228 AR/County of Orange	AP031518	28.05	5610069039	P11186	00097217	03/15/2018
MW OH	SIEMENS INDUSTRY INC V008785	JAN ROUTINE SIGNAL MAINT	0010-1232 Accts Rec/City of Anaheim	AP031518	117.63	5610069039	P11186	00097217	03/15/2018
MW OH	SIEMENS INDUSTRY INC V008785	JAN ROUTINE SIGNAL MAINT	0010-1224 AR/City of Fullerton	AP031518	176.80	5610069039	P11186	00097217	03/15/2018
MW OH	SIEMENS INDUSTRY INC V008785	JAN ROUTINE SIGNAL MAINT	103652-6099 Professional Services	AP031518	4,148.03	5610069039	P11186	00097217	03/15/2018
MW OH	SIEMENS INDUSTRY INC V008785	JAN ROUTINE SIGNAL MAINT	0010-1226 AR/City of Yorba Linda	AP031518	127.50	5610069039	P11186	00097217	03/15/2018
MW OH	SIEMENS INDUSTRY INC V008785	NOV ROUTINE SIGNAL MAINT	103652-6099 Professional Services	AP031518	4,148.03	5610084017	P11187	00097217	03/15/2018
MW OH	SIEMENS INDUSTRY INC V008785	NOV ROUTINE SIGNAL MAINT	0010-1224 AR/City of Fullerton	AP031518	176.80	5610084017	P11187	00097217	03/15/2018
MW OH	SIEMENS INDUSTRY INC V008785	NOV ROUTINE SIGNAL MAINT	0010-1228 AR/County of Orange	AP031518	28.05	5610084017	P11187	00097217	03/15/2018
MW OH	SIEMENS INDUSTRY INC V008785	NOV ROUTINE SIGNAL MAINT	0010-1232 Accts Rec/City of Anaheim	AP031518	117.63	5610084017	P11187	00097217	03/15/2018
MW OH	SIEMENS INDUSTRY INC V008785	NOV ROUTINE SIGNAL MAINT	0010-1226 AR/City of Yorba Linda	AP031518	127.50	5610084017	P11187	00097217	03/15/2018

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				Check Total:	9,196.02			
MW OH	SUPERION LLC V005987	MARCH ASP/RSP SERVICES	101523-6136 Software Maintenance	AP031518	6,533.96 204193	P11082	00097218	03/15/2018
				Check Total:	6,533.96			
MW OH	TYLER LIGHTING SERVICES V008707	MAGNETIC BALLAST MC FADDEN PH	03654-6301 Special Department Supplies	AP031518	387.90 09779		00097219	03/15/2018
				Check Total:	387.90			
MW OH	WEST COAST LIGHTS & SIRENS V006106	WIRING KIT 19 INSTALLATION	213041-6840 Machinery & Equipment	AP031518	14,130.42 16193	P11252	00097220	03/15/2018
				Check Total:	14,130.42			
MW OH	ALL CITY MANAGEMENT V000005	1/28-2/10 CROSSING GUARD SVS	103047-6290 Dept. Contract Services	AP032218	3,157.00 53141	P11103	00097221	03/22/2018
				Check Total:	3,157.00			
MW OH	ALLEN, CHRISTINE V010758	PALA EXCURSION REFUND	100000-4340 Recreation Programs	AP032218	10.00 2002044.002		00097222	03/22/2018
				Check Total:	10.00			
MW OH	ALTERNATIVE HOSE INC V005320	HOSE ASSEMBLY	103658-6134 Vehicle Repair & Maintenance	AP032218	116.52 5764906		00097223	03/22/2018
				Check Total:	116.52			
MW OH	ARAMARK UNIFORM V004232	CLEANING PW UNIFORMS	103650-6360 Uniforms	AP032218	116.40 533147206	P11224	00097224	03/22/2018
MW OH	ARAMARK UNIFORM V004232	FLOOR MAT CLEANING	103654-6301 Special Department Supplies	AP032218	109.35 533147207	P11224	00097224	03/22/2018
MW OH	ARAMARK UNIFORM V004232	CLEANING PW UNIFORMS	103650-6360 Uniforms	AP032218	54.90 533164431	P11224	00097224	03/22/2018
MW OH	ARAMARK UNIFORM V004232	FLOOR MAT CLEANING	103654-6301 Special Department Supplies	AP032218	32.00 533164432	P11224	00097224	03/22/2018
				Check Total:	312.65			
MW OH	AT & T	3/7-4/6 TEEN CENTER INTERNET	109595-6215	AP032218	50.88 MARCH T/C 18		00097225	03/22/2018

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	V008736		Telephone						
				Check Total:	50.88				
MW OH	AT&T V004144	JAN-FEB PHONE CHARGES	0010-1232 Accts Rec/City of Anaheim	AP032218	0.00	021718		00097226	03/22/2018
MW OH	AT&T V004144	JAN-FEB PHONE CHARGES	0010-1220 Accts Rec/Plac Library Dist	AP032218	0.00	021718		00097226	03/22/2018
MW OH	AT&T V004144	JAN-FEB PHONE CHARGES	296561-6215 Telephone	AP032218	354.25	021718		00097226	03/22/2018
MW OH	AT&T V004144	JAN-FEB PHONE CHARGES	109595-6215 Telephone	AP032218	1,286.47	021718		00097226	03/22/2018
				Check Total:	1,640.72				
MW OH	ATHENS SERVICES V006622	JANUARY STREET SWEEPING SVS	103652-6290 Dept. Contract Services	AP032218	6,629.11	4604069	P11219	00097227	03/22/2018
MW OH	ATHENS SERVICES V006622	FEBRUARY STREET SWEEPING	374386-6290 Dept. Contract Services	AP032218	6,629.11	4604069	P11219	00097227	03/22/2018
MW OH	ATHENS SERVICES V006622	STREET SWEEPING	374386-6290 Dept. Contract Services	AP032218	13,642.53	4730392	P11219	00097227	03/22/2018
MW OH	ATHENS SERVICES V006622	FEBRUARY STREET SWEEPING SVS	103652-6290 Dept. Contract Services	AP032218	13,642.54	4730392	P11219	00097227	03/22/2018
				Check Total:	40,543.29				
MW OH	BEE MAN, THE V000117	1824 GETTING BEE INSPECTION	103655-6290 Dept. Contract Services	AP032218	124.00	97421		00097228	03/22/2018
MW OH	BEE MAN, THE V000117	432 SEMINOLE BEE REMOVAL	103655-6290 Dept. Contract Services	AP032218	195.00	97568		00097228	03/22/2018
				Check Total:	319.00				
MW OH	CALIFORNIA NEWSPAPER V009955	11/1-11/30/17 ADVERTISING	101002-6245 Meetings & Conferences	AP032218	251.46	0000356285		00097229	03/22/2018
				Check Total:	251.46				
MW OH	CALMAT CO.	PAVING ASPHALT	103652-6301	AP032218	363.83	71737572		00097230	03/22/2018

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	V010007		Special Department Supplies						
MW OH	CALMAT CO. V010007	PAVING ASPHALT	103652-6301 Special Department Supplies	AP032218	360.73	71744349		00097230	03/22/2018
				Check Total:	724.56				
MW OH	CENTER FOR PUBLIC SAFETY V010640	CONSULTING SVS-TRAVEL FEES	556562-6099 Professional Services	AP032218	597.60	1498	P11204	00097231	03/22/2018
				Check Total:	597.60				
MW OH	CHEFS TOYS V010709	PD TRUE T-72F FREEZER	213041-6840 Machinery & Equipment	AP032218	10,623.61	2440343	P11253	00097232	03/22/2018
				Check Total:	10,623.61				
MW OH	CLARK, ERIC V010759	REFUND BL#930002011 2016-17	100000-4411 Administrative Citations	AP032218	306.04	03132018		00097233	03/22/2018
				Check Total:	306.04				
MW OH	COMMERCIAL AQUATIC V005203	FEBRUARY GOMEZ POOL MAINT	103654-6130 Repair & Maint/Facilities	AP032218	300.00	18-0746		00097234	03/22/2018
MW OH	COMMERCIAL AQUATIC V005203	FEBRUARY WHITTEN POOL MAINT	103654-6130 Repair & Maint/Facilities	AP032218	313.64	118-0747		00097234	03/22/2018
				Check Total:	613.64				
MW OH	COX, ROBERTA V001816	CS REFUND CANCELED CLASS	100000-4340 Recreation Programs	AP032218	60.00	2002042.002		00097235	03/22/2018
				Check Total:	60.00				
MW OH	DFS FLOORING INC V000099	FEBRUARY CARPET CLEANING	103654-6130 Repair & Maint/Facilities	AP032218	665.00	305857-27		00097236	03/22/2018
				Check Total:	665.00				
MW OH	G2 CONSTRUCTION INC V009688	INV #1 CONST SVS-CATCH BASIN	333557-6185 / 61122-6185 Construction Services	AP032218	190,000.00	1080119	P11277	00097237	03/22/2018
				Check Total:	190,000.00				
MW OH	GOLDEN STATE WATER V000928	DEC - FEB WATER CHARGES	109595-6335 Water	AP032218	18,712.17	021518		00097238	03/22/2018

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MW OH	GOLDEN STATE WATER V000928	DEC - FEB WATER CHARGES	296561-6335 Water	AP032218	2,956.80	021518		00097238	03/22/2018
MW OH	GOLDEN STATE WATER V000928	DEC - FEB WATER CHARGES	0010-1224 AR/City of Fullerton	AP032218	575.37	021518		00097238	03/22/2018
MW OH	GOLDEN STATE WATER V000928	DEC - FEB WATER CHARGES	109595-6335 / 61138-6335 Water	AP032218	575.36	021518		00097238	03/22/2018
Check Total:					22,819.70				
MW OH	GREATER PACIFIC ROOFINGBLDG PERMIT 100% REFUND V010760		0044-2036 CBSC State Fee	AP032218	1.00	B18-0310		00097239	03/22/2018
MW OH	GREATER PACIFIC ROOFINGBLDG PERMIT 100% REFUND V010760		0044-2030 Strong Motion Fees/Res.	AP032218	0.50	B18-0310		00097239	03/22/2018
MW OH	GREATER PACIFIC ROOFINGBLDG PERMIT 100% REFUND V010760		100000-4303 Technology Fee	AP032218	1.75	B18-0310		00097239	03/22/2018
MW OH	GREATER PACIFIC ROOFINGBLDG PERMIT 100% REFUND V010760		0044-2049 Health & Safety Collection	AP032218	5.00	B18-0310		00097239	03/22/2018
MW OH	GREATER PACIFIC ROOFINGBLDG PERMIT 100% REFUND V010760		100000-4302 General Plan Update Fee	AP032218	2.27	B18-0310		00097239	03/22/2018
MW OH	GREATER PACIFIC ROOFINGBLDG PERMIT 100% REFUND V010760		100000-4160 Building Permits	AP032218	619.73	B18-0310		00097239	03/22/2018
Check Total:					630.25				
MW OH	HAAKER EQUIPMENT V000476	VEHICLE REPAIR	103658-6134 Vehicle Repair & Maintenance	AP032218	453.86	W49979		00097240	03/22/2018
Check Total:					453.86				
MW OH	HF&H CONSULTANTS LLC V010575	JAN CONSULTING SVS-COMMERCIAL	103550-6290 Dept. Contract Services	AP032218	6,766.13	9715319	P11172	00097241	03/22/2018
Check Total:					6,766.13				
MW OH	HOUSTON & HARRIS PCS INC V010110	2017 ANNUAL SEWER MAINTENANCE	1084376-6120 R & M/Sewer & Storm Drain	AP032218	26,136.74	18-20872	P11206	00097242	03/22/2018
Check Total:					26,136.74				

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Type	Vendor Name/ID	Description	Account/Description	Batch ID	Amount	Invoice#	PO #	Check #	Check Date
MW OH	IMPERIAL SPRINKLER V006506	IRRIGATION SUPPLIES	296561-6130 Repair & Maint/Facilities	AP032218	872.71	3248552-00		00097243	03/22/2018
MW OH	IMPERIAL SPRINKLER V006506	IRRIGATION SUPPLIES	296561-6130 Repair & Maint/Facilities	AP032218	161.63	3248597-00		00097243	03/22/2018
MW OH	IMPERIAL SPRINKLER V006506	IRRIGATION SUPPLIES	103655-6130 Repair & Maint/Facilities	AP032218	25.14	3248611-00		00097243	03/22/2018
Check Total:					1,059.48				
MW OH	KOA CORPORATION V006654	DEC TRAFFIC IMPACT ANALYSIS -	332531-6017 / 61086-6017 Special Studies	AP032218	10,764.63	JB73145X1	P11262	00097244	03/22/2018
Check Total:					10,764.63				
MW OH	KOSMONT COMPANIES V006131	2/19-2/28 RFP SERVICES	102534-6099 Professional Services	AP032218	3,593.20	1705.4-010	P11170	00097245	03/22/2018
MW OH	KOSMONT COMPANIES V006131	2/7-2/26 CONSULT SVS SUCCESSOR	547525-6099 Professional Services	AP032218	3,568.50	1502.9 034	P11208	00097245	03/22/2018
Check Total:					7,161.70				
MW OH	MC FADDEN-DALE V000635	ELECTRICAL PLUG	103652-6301 Special Department Supplies	AP032218	10.67	319671/5		00097246	03/22/2018
MW OH	MC FADDEN-DALE V000635	COVERALLS/SUPPLIES	103652-6301 Special Department Supplies	AP032218	21.71	319921/5		00097246	03/22/2018
Check Total:					32.38				
MW OH	MONJARAS & WISMEYER V009860	7/5-7/17/17 ERGONOMIC EVAL	404580-5165 Workers' Compensation Claims	AP032218	210.00	15717		00097247	03/22/2018
MW OH	MONJARAS & WISMEYER V009860	4/28-11/7/17 SERVICES	404580-5165 Workers' Compensation Claims	AP032218	390.00	16068		00097247	03/22/2018
Check Total:					600.00				
MW OH	NELSON/NYGAARD V009556	12/30-1/26/18 PROFESSIONAL SVS	333531-6017 / 62016-6017 Special Studies	AP032218	9,675.00	71410	P11137	00097248	03/22/2018
MW OH	NELSON/NYGAARD V009556	1/27-2/23 PROFESSIONAL SVS	333531-6017 / 62016-6017 Special Studies	AP032218	303.75	71575	P11137	00097248	03/22/2018

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Type	Vendor Name/ID	Description	Account/Description	Batch ID	Amount	Invoice#	PO #	Check #	Check Date
					Check Total:	9,978.75			
MW OH	OFFICE INDUSTRIES V007477	OFFICE SUPPLIES	103040-6315 Office Supplies	AP032218	245.59	61305		00097249	03/22/2018
					Check Total:	245.59			
MW OH	OFFICE SOLUTIONS V008864	TONER/COUNCIL OFFICE PRINTER	109595-6315 Office Supplies	AP032218	490.22	[-01328760		00097250	03/22/2018
					Check Total:	490.22			
MW OH	PADRON, ROSA MARIA V009019	DEPOSIT REFUND BACKS BLDG	100000-4385 Facility Rental	AP032218	150.00	2002033.002		00097251	03/22/2018
					Check Total:	150.00			
MW OH	PERFECTO, EUSEBIA V005948	DEPOSIT REFUND WHITTEN CENTER	100000-4385 Facility Rental	AP032218	150.00	2002035.002		00097252	03/22/2018
					Check Total:	150.00			
MW OH	RELIANCE STANDARD LIFE FEB LTD/GL INSURANCE POLICY V008214		109595-5169 STD Ins Premium	AP032218	5,840.65	02012018-A		00097253	03/22/2018
MW OH	RELIANCE STANDARD LIFE MARCH LTD/GL INSURANCE POLICY V008214		109595-5169 STD Ins Premium	AP032218	5,840.65	03012018-A		00097253	03/22/2018
					Check Total:	11,681.30			
MW OH	SO CAL GAS V000909	JAN - FEB GAS CHARGES	109595-6340 Natural Gas	AP032218	902.87	022018		00097254	03/22/2018
					Check Total:	902.87			
MW OH	SOUTHERN CALIFORNIA V000910	DEC - JAN ELECTRICAL CHARGES	0010-1220 Accts Rec/Plac Library Dist	AP032218	4,424.08	013018		00097255	03/22/2018
MW OH	SOUTHERN CALIFORNIA V000910	DEC - JAN ELECTRICAL CHARGES	109595-6330 Electricity	AP032218	16,000.33	013018		00097255	03/22/2018
MW OH	SOUTHERN CALIFORNIA V000910	DEC - JAN ELECTRICAL CHARGES	296561-6330 Electricity	AP032218	186.06	013018		00097255	03/22/2018
MW OH	SOUTHERN CALIFORNIA V000910	DEC - JAN ELECTRICAL CHARGES	286560-6330 Electricity	AP032218	30,426.77	013018		00097255	03/22/2018

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Type	Vendor Name/ID	Description	Account/Description	Batch ID	Amount	Invoice#	PO #	Check #	Check Date
MW OH	SOUTHERN CALIFORNIA V000910	DEC - JAN ELECTRICAL CHARGES	0010-1232 Accts Rec/City of Anaheim	AP032218	54.24	013018		00097255	03/22/2018
MW OH	SOUTHERN CALIFORNIA V000910	DEC - JAN ELECTRICAL CHARGES	296561-6330 Electricity	AP032218	102.40	030118		00097255	03/22/2018
MW OH	SOUTHERN CALIFORNIA V000910	DEC - JAN ELECTRICAL CHARGES	0010-1220 Accts Rec/Plac Library Dist	AP032218	4,886.21	030118		00097255	03/22/2018
MW OH	SOUTHERN CALIFORNIA V000910	DEC - JAN ELECTRICAL CHARGES	109595-6330 Electricity	AP032218	15,236.57	030118		00097255	03/22/2018
MW OH	SOUTHERN CALIFORNIA V000910	DEC - JAN ELECTRICAL CHARGES	0010-1224 AR/City of Fullerton	AP032218	141.73	030118		00097255	03/22/2018
MW OH	SOUTHERN CALIFORNIA V000910	DEC - JAN ELECTRICAL CHARGES	0010-1232 Accts Rec/City of Anaheim	AP032218	30.18	030118		00097255	03/22/2018
Check Total:					71,488.57				
MW OH	SUBURBAN PROPANE V000971	MAINTENANCE YARD PROPANE	103655-6301 Special Department Supplies	AP032218	15.84	249364		00097256	03/22/2018
Check Total:					15.84				
MW OH	T-MOBILE V004339	FEBRUARY PHONE SERVICE	109595-6215 Telephone	AP032218	1,157.58	FEBRUARY		00097257	03/22/2018
Check Total:					1,157.58				
MW OH	TALX UC eXpress V002944	12/8/17-2/28/18 UNEMP. CLAIMS	404581-6025 Third Party Administration	AP032218	275.62	2357234		00097258	03/22/2018
MW OH	TALX UC eXpress V002944	3/1-5/31 UNEMPLOYMENT CLAIMS	404581-6025 Third Party Administration	AP032218	289.40	2386020		00097258	03/22/2018
Check Total:					565.02				
MW OH	TEAM ONE MANAGEMENT V010070	FEBRUARY JANITORIAL SVS	103655-6290 Dept. Contract Services	AP032218	4,337.50	22	P11145	00097259	03/22/2018
Check Total:					4,337.50				
MW OH	THE SAUCE CREATIVE V007476	RECREATION PRINTING SERVICES	104071-6230 / 79397-6230 Printing & Binding	AP032218	123.92	1827		00097260	03/22/2018

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Type	Vendor Name/ID	Description	Account/Description	Batch ID	Amount	Invoice#	PO #	Check #	Check Date
MW OH	THE SAUCE CREATIVE V007476	RECREATION PRINTING SERVICES	104076-6230 / 79392-6230 Printing & Binding	AP032218	118.53	1977		00097260	03/22/2018
MW OH	THE SAUCE CREATIVE V007476	RECREATION PRINTING SERVICES	104076-6230 / 79392-6230 Printing & Binding	AP032218	283.60	1978		00097260	03/22/2018
MW OH	THE SAUCE CREATIVE V007476	RECREATION PRINTING SERVICES	104071-6230 / 79376-6230 Printing & Binding	AP032218	423.25	1984		00097260	03/22/2018
Check Total:					949.30				
MW OH	TRILLIUM CNG (1720) V007952	FEBRUARY CNG FUEL	103658-6345 Gasoline & Diesel Fuel	AP032218	32.23	18258984		00097261	03/22/2018
MW OH	TRILLIUM CNG (1720) V007952	FEBRUARY CNG FUEL	103658-6345 Gasoline & Diesel Fuel	AP032218	106.58	18264614		00097261	03/22/2018
Check Total:					138.81				
MW OH	UNDERGROUND SERVICE V010637	MONTHLY DATABASE MAINT FEE	103652-6301 Special Department Supplies	AP032218	132.10	220180516		00097262	03/22/2018
Check Total:					132.10				
MW OH	VARENHORST, ANN V009439	PALA EXCURSION REFUND	100000-4340 / 79348-4340 Recreation Programs	AP032218	20.00	2002043.002		00097263	03/22/2018
Check Total:					20.00				
MW OH	VILLAGE NURSERIES V001098	PLANTS BRADFORD MEDIAN	333552-6185 / 61147-6185 Construction Services	AP032218	34.46	16437086-A		00097264	03/22/2018
MW OH	VILLAGE NURSERIES V001098	RENOVATION PROJECT	333552-6185 / 61147-6185 Construction Services	AP032218	297.39	16440387		00097264	03/22/2018
MW OH	VILLAGE NURSERIES V001098	PLANTS BACKS BLDG	333552-6185 / 61147-6185 Construction Services	AP032218	53.72	18205499-A		00097264	03/22/2018
MW OH	VILLAGE NURSERIES V001098	PLANTS KRAEMER MEDIAN	333552-6185 / 61147-6185 Construction Services	AP032218	164.18	18205500-A		00097264	03/22/2018
Check Total:					549.75				
MW OH	VIVANT SOLAR V010630	BLDG PERMIT 80% REFUND	100000-4160 Building Permits	AP032218	197.50	B18-1327		00097265	03/22/2018

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Type	Vendor Name/ID	Description	Account/Description	Batch ID	Amount	Invoice#	PO #	Check #	Check Date
MW OH	VIVANT SOLAR V010630	BLDG PERMIT 80% REFUND	100000-4164 Electrical Permits	AP032218	119.33	B18-1327		00097265	03/22/2018
Check Total:					316.83				
MW OH	WEST COAST ARBORISTS INNOV PARK TREE MAINTENANCE V001124		103652-6116 Tree Maintenance	AP032218	5,490.00	131847	P11106	00097266	03/22/2018
Check Total:					5,490.00				
MW OH	YORBA LINDA WATER V001148	JAN - FEB WATER CHARGES	109595-6335 Water	AP032218	629.96	030618-YLWD		00097267	03/22/2018
Check Total:					629.96				
MW OH	YORBA LINDA WATER V006633	JANUARY SEWER FEES	484356-6297 Billing Services	AP032218	346.81	208569		00097268	03/22/2018
MW OH	YORBA LINDA WATER V006633	FEBRUARY SEWER FEES	484356-6297 Billing Services	AP032218	346.81	209310		00097268	03/22/2018
Check Total:					693.62				
MW OH	CALIFORNIA STATE V004813	PE 03/10/18 PD 03/16/18	0010-2196 Garnishments W/H	PY18006	443.98	2700/1801006		00097269	03/16/2018
MW OH	CALIFORNIA STATE V004813	PE 03/10/18 PD 03/16/18	0029-2196 Garnishments W/H	PY18006	64.16	2700/1801006		00097269	03/16/2018
MW OH	CALIFORNIA STATE V004813	PE 03/10/18 PD 03/16/18	0037-2196 Garnishments W/H	PY18006	69.23	2700/1801006		00097269	03/16/2018
MW OH	CALIFORNIA STATE V004813	PE 03/10/18 PD 03/16/18	0048-2196 Garnishments W/H	PY18006	156.46	2700/1801006		00097269	03/16/2018
Check Total:					733.83				
MW OH	FRANCHISE TAX BOARD V000404	PE 03/10/18 PD 03/16/18	0010-2196 Garnishments W/H	PY18006	48.00	2710/1801006		00097270	03/16/2018
MW OH	FRANCHISE TAX BOARD V000404	PE 03/10/18 PD 03/16/18	0048-2196 Garnishments W/H	PY18006	6.00	2710/1801006		00097270	03/16/2018
MW OH	FRANCHISE TAX BOARD V000404	PE 03/10/18 PD 03/16/18	0029-2196 Garnishments W/H	PY18006	6.00	2710/1801006		00097270	03/16/2018

City of Placentia
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For 03/28/2018

Type	Vendor Name/ID	Description	Account/Description	Batch ID	Amount	Invoice#	PO #	Check #	Check Date
				Check Total:	60.00				
MW OH	ORANGE COUNTY V000699	PE 03/10/18 PD 03/16/18	0010-2176 PCEA/OCEA Assoc Dues	PY18006	258.09	2610/1801006		00097271	03/16/2018
MW OH	ORANGE COUNTY V000699	PE 03/10/18 PD 03/16/18	0029-2176 PCEA/OCEA Assoc Dues	PY18006	6.73	2610/1801006		00097271	03/16/2018
MW OH	ORANGE COUNTY V000699	PE 03/10/18 PD 03/16/18	0037-2176 PCEA/OCEA Assoc Dues	PY18006	2.40	2610/1801006		00097271	03/16/2018
MW OH	ORANGE COUNTY V000699	PE 03/10/18 PD 03/16/18	0048-2176 PCEA/OCEA Assoc Dues	PY18006	21.38	2610/1801006		00097271	03/16/2018
				Check Total:	288.60				
MW OH	PCEA C/O NORTH ORANGE V000679	PE 03/10/18 PD 03/16/18	0029-2176 PCEA/OCEA Assoc Dues	PY18006	0.70	2615/1801006		00097272	03/16/2018
MW OH	PCEA C/O NORTH ORANGE V000679	PE 03/10/18 PD 03/16/18	0010-2176 PCEA/OCEA Assoc Dues	PY18006	26.83	2615/1801006		00097272	03/16/2018
MW OH	PCEA C/O NORTH ORANGE V000679	PE 03/10/18 PD 03/16/18	0048-2176 PCEA/OCEA Assoc Dues	PY18006	2.22	2615/1801006		00097272	03/16/2018
MW OH	PCEA C/O NORTH ORANGE V000679	PE 03/10/18 PD 03/16/18	0037-2176 PCEA/OCEA Assoc Dues	PY18006	0.25	2615/1801006		00097272	03/16/2018
				Check Total:	30.00				
MW OH	PLACENTIA POLICE V000839	PE 03/10/18 PD 03/16/18	0010-2180 Police Mgmt Assn Dues	PY18006	866.64	2625/1801006		00097273	03/16/2018
MW OH	PLACENTIA POLICE V000839	PE 03/10/18 PD 03/16/18	0021-2180 Police Mgmt Assn Dues	PY18006	11.19	2625/1801006		00097273	03/16/2018
				Check Total:	877.83				
MW OH	PLACENTIA POLICE V003519	PE 03/10/18 PD 03/16/18	0010-2178 Placentia Police Assoc Dues	PY18006	2,164.44	2620/1801006		00097274	03/16/2018
MW OH	PLACENTIA POLICE V003519	PE 03/10/18 PD 03/16/18	0061-2178 Placentia Police Assoc Dues	PY18006	84.07	2620/1801006		00097274	03/16/2018
MW OH	PLACENTIA POLICE	PE 03/10/18 PD 03/16/18	0021-2178	PY18006	56.93	2620/1801006		00097274	03/16/2018

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For 03/28/2018

Type	Vendor Name/ID	Description	Account/Description	Batch ID	Amount	Invoice#	PO #	Check #	Check Date
	V003519		Placentia Police Assoc Dues						
				Check Total:	2,305.44				
MW OH	VANTAGEPOINT TRANSFER PE 03/10/18 PD 03/16/18 V007191		0021-2170 Deferred Comp Payable - ICMA	PY18006	17.64	2606/1801006		00097275	03/16/2018
MW OH	VANTAGEPOINT TRANSFER PE 03/10/18 PD 03/16/18 V007191		0010-2170 Deferred Comp Payable - ICMA	PY18006	2,637.76	2606/1801006		00097275	03/16/2018
MW OH	VANTAGEPOINT TRANSFER PE 03/10/18 PD 03/16/18 V007191		0054-2170 Deferred Comp Payable - ICMA	PY18006	33.34	2606/1801006		00097275	03/16/2018
MW OH	VANTAGEPOINT TRANSFER PE 03/10/18 PD 03/16/18 V007191		0029-2170 Deferred Comp Payable - ICMA	PY18006	59.82	2606/1801006		00097275	03/16/2018
MW OH	VANTAGEPOINT TRANSFER PE 03/10/18 PD 03/16/18 V007191		0048-2170 Deferred Comp Payable - ICMA	PY18006	149.24	2606/1801006		00097275	03/16/2018
MW OH	VANTAGEPOINT TRANSFER PE 03/10/18 PD 03/16/18 V007191		0037-2170 Deferred Comp Payable - ICMA	PY18006	21.09	2606/1801006		00097275	03/16/2018
				Check Total:	2,918.89				
MW OH	JOHN HANCOCK USA-PARS V010625	PARS P/E 3/10/18 PD 3/16/18	0029-2131 Employer PARS/ARS Payable	AP032618	110.47	031618A		00097276	03/27/2018
MW OH	JOHN HANCOCK USA-PARS V010625	PARS P/E 3/10/18 PD 3/16/18	0010-2131 Employer PARS/ARS Payable	AP032618	1,332.55	031618A		00097276	03/27/2018
MW OH	JOHN HANCOCK USA-PARS V010625	PARS P/E 3/10/18 PD 3/16/18	0054-2131 Employer PARS/ARS Payable	AP032618	85.70	031618A		00097276	03/27/2018
MW OH	JOHN HANCOCK USA-PARS V010625	PARS P/E 3/10/18 PD 3/16/18	0037-2131 Employer PARS/ARS Payable	AP032618	176.14	031618A		00097276	03/27/2018
MW OH	JOHN HANCOCK USA-PARS V010625	PARS P/E 3/10/18 PD 3/16/18	0048-2131 Employer PARS/ARS Payable	AP032618	262.08	031618A		00097276	03/27/2018
				Check Total:	1,966.94				
MW OH	LEGAL SHIELD V008104	FEB LEGAL SERVICES	0010-2192 Police Legal Services	AP032618	187.77	032218A		00097277	03/27/2018
MW OH	LEGAL SHIELD	FEB LEGAL SERVICES	0029-2192	AP032618	6.48	032218A		00097277	03/27/2018

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Type	Vendor Name/ID	Description	Account/Description	Batch ID	Amount	Invoice#	PO #	Check #	Check Date
	V008104		Police Legal Services						
MW OH	LEGAL SHIELD V008104	FEB LEGAL SERVICES	0021-2192 Police Legal Services	AP032618	0.80	032218A		00097277	03/27/2018
MW OH	LEGAL SHIELD V008104	FEB LEGAL SERVICES	0048-2192 Police Legal Services	AP032618	28.64	032218A		00097277	03/27/2018
MW OH	LEGAL SHIELD V008104	FEB LEGAL SERVICES	0037-2192 Police Legal Services	AP032618	2.46	032218A		00097277	03/27/2018
Check Total:					226.15				
MW OH	US BANK PARS #6746022400 V008781	PARS P/E 3/10/18 PD 3/16/18	0010-2126 Employee PARS/ARS W/H	AP032618	1,222.53	031618A		00097278	03/27/2018
MW OH	US BANK PARS #6746022400 V008781	PARS P/E 3/10/18 PD 3/16/18	0010-2131 Employer PARS/ARS Payable	AP032618	1,222.53	031618A		00097278	03/27/2018
Check Total:					2,445.06				
Type Total:					961,066.67				
Check Total:					961,066.67				

City of Placentia
Electronic Disbursement Register
For 04/03/2018

Type	Vendor Name/ID	Description	Account/Description	Batch ID	Amount	Invoice#	PO #	Ref #	Ref Date
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Grand Total: 493,651.36

EDR Totals by ID

AP	0.00
EP	493,651.36
IP	0.00
OP	0.00

Fund Name	<u>EDR Totals by Fund</u>
101-General Fund (0010)	260,904.78
208-Sccssr Agency Ret Oblg (0054)	1,566.76
225-Asset Seizure (0021)	1,026.23
228-NOC-Public Safety Grant(0061)	4,318.77
265-Landscape Maintenance (0029)	1,609.74
275-Sewer Maintenance (0048)	6,891.05
501-Refuse Administration (0037)	1,701.52
601-Employee Health & Wlfre (0039)	215,632.51

Void Total: 0.00
EDR Total: 493,651.36

Electronic Disbursement Sub Totals: 493,651.36

ACH Payroll Direct Deposit for 03/30/18: 321,221.76

Electronic Disbursement Total: 814,873.12

Funds will be transferred from the Cash Basis Fund as needed to fund the warrants included on this warrant register

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Electronic Disbursement Register
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Type	Vendor Name/ID	Description	Account/Description	Batch ID	Amount	Invoice#	PO #	Ref #	Ref Date
EP	EMPLOYMENT V010052	STATE TAX 3/9/18 BUYBACK	0010-2135 Calif Income Tax W/H	ACH030818	5,316.64	030918A		00010354	03/09/2018
					Check Total:	5,316.64			
EP	INTERNAL REVENUE V010054	FED/MED/SS 3/9/18 BUYBACK	0010-2110 Federal Income Tax W/H	ACH030818	20,138.78	030918A		00010355	03/09/2018
EP	INTERNAL REVENUE V010054	FED/MED/SS 3/9/18 BUYBACK	0010-2115 Employee Medicare W/H	ACH030818	1,894.62	030918A		00010355	03/09/2018
EP	INTERNAL REVENUE V010054	FED/MED/SS 3/9/18 BUYBACK	0054-2120 Employer Medicare Payable	ACH030818	0.22	030918A		00010355	03/09/2018
EP	INTERNAL REVENUE V010054	FED/MED/SS 3/9/18 BUYBACK	0010-2120 Employer Medicare Payable	ACH030818	1,894.62	030918A		00010355	03/09/2018
EP	INTERNAL REVENUE V010054	FED/MED/SS 3/9/18 BUYBACKS	0054-2115 Employee Medicare W/H	ACH030818	0.22	030918A		00010355	03/09/2018
					Check Total:	23,928.46			
EP	ICMA RETIREMENT TRUST V000496	PE 03/10/18 PD 03/16/18	0021-2170 Deferred Comp Payable - ICMA	PY18006	67.13	2995/1801006		00010356	03/16/2018
EP	ICMA RETIREMENT TRUST V000496	PE 03/10/18 PD 03/16/18	0029-2170 Deferred Comp Payable - ICMA	PY18006	107.59	2995/1801006		00010356	03/16/2018
EP	ICMA RETIREMENT TRUST V000496	PE 03/10/18 PD 03/16/18	0010-2170 Deferred Comp Payable - ICMA	PY18006	12,345.79	2995/1801006		00010356	03/16/2018
EP	ICMA RETIREMENT TRUST V000496	PE 03/10/18 PD 03/16/18	0037-2170 Deferred Comp Payable - ICMA	PY18006	65.25	2995/1801006		00010356	03/16/2018
EP	ICMA RETIREMENT TRUST V000496	PE 03/10/18 PD 03/16/18	0061-2170 Deferred Comp Payable - ICMA	PY18006	507.65	2995/1801006		00010356	03/16/2018
EP	ICMA RETIREMENT TRUST V000496	PE 03/10/18 PD 03/16/18	0048-2170 Deferred Comp Payable - ICMA	PY18006	568.38	2995/1801006		00010356	03/16/2018
EP	ICMA RETIREMENT TRUST V000496	PE 03/10/18 PD 03/16/18	0054-2170 Deferred Comp Payable - ICMA	PY18006	103.25	2995/1801006		00010356	03/16/2018
					Check Total:	13,765.04			
EP	ACOSTA, JOAQUIN	APRIL MEDICAL REIMBURSEMENT	395083-5161	ACH040118	196.00	APRIL 18		00010357	04/01/2018

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	E000017		Health Insurance Premiums						
				Check Total:	196.00				
EP	ALDWIR, MAMOUN E000113	APRIL MEDICAL REIMBURSEMENT	395083-5161 Health Insurance Premiums	ACH040118	1,446.97	APRIL 18		00010358	04/01/2018
				Check Total:	1,446.97				
EP	ANDERSON, MARLA E000071	APRIL MEDICAL REIMBURSEMENT	395083-5161 Health Insurance Premiums	ACH040118	524.00	APRIL 18		00010359	04/01/2018
				Check Total:	524.00				
EP	ARMSTRONG, JOHN T E000046	APRIL MEDICAL REIMBURSEMENT	395083-5161 Health Insurance Premiums	ACH040118	1,189.90	APRIL 18		00010360	04/01/2018
				Check Total:	1,189.90				
EP	AUDISS, JAY SCOTT E000125	APRIL MEDICAL REIMBURSEMENT	395083-5161 Health Insurance Premiums	ACH040118	1,739.00	APRIL 18		00010361	04/01/2018
				Check Total:	1,739.00				
EP	BABCOCK, CHARLES A E000015	APRIL MEDICAL REIMBURSEMENT	395083-5161 Health Insurance Premiums	ACH040118	330.00	APRIL 18		00010362	04/01/2018
				Check Total:	330.00				
EP	BEALS, SHARLENE E000076	APRIL MEDICAL REIMBURSEMENT	395083-5161 Health Insurance Premiums	ACH040118	196.00	APRIL 18		00010363	04/01/2018
				Check Total:	196.00				
EP	BERMUDEZ, ALBERT E000124	APRIL MEDICAL REIMBURSEMENT	395083-5161 Health Insurance Premiums	ACH040118	480.29	APRIL 18		00010364	04/01/2018
				Check Total:	480.29				
EP	BONESCHANS, DENNIS E000020	APRIL MEDICAL REIMBURSEMENT	395083-5161 Health Insurance Premiums	ACH040118	196.00	APRIL 18		00010365	04/01/2018
				Check Total:	196.00				
EP	BUNNELL, DONALD E000062	APRIL MEDICAL REIMBURSEMENT	395083-5161 Health Insurance Premiums	ACH040118	524.00	APRIL 18		00010366	04/01/2018

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				Check Total:	524.00				
EP	BURGNER, ARTHUR E000074	APRIL MEDICAL REIMBURSEMENT	395083-5161 Health Insurance Premiums	ACH040118	524.00	APRIL 18		00010367	04/01/2018
				Check Total:	524.00				
EP	CHANDLER, JOHN P E000109	APRIL MEDICAL REIMBURSEMENT	395083-5161 Health Insurance Premiums	ACH040118	1,330.00	APRIL 18		00010368	04/01/2018
				Check Total:	1,330.00				
EP	CHANG, ROBERT E000107	APRIL MEDICAL REIMBURSEMENT	395083-5161 Health Insurance Premiums	ACH040118	1,586.00	APRIL 18		00010369	04/01/2018
				Check Total:	1,586.00				
EP	COBBETT, GEOFFREY E000007	APRIL MEDICAL REIMBURSEMENT	395083-5161 Health Insurance Premiums	ACH040118	524.00	APRIL 18		00010370	04/01/2018
				Check Total:	524.00				
EP	COOK, ARLENE M E000018	APRIL MEDICAL REIMBURSEMENT	395083-5161 Health Insurance Premiums	ACH040118	524.00	APRIL 18		00010371	04/01/2018
				Check Total:	524.00				
EP	D'AMATO, ROBERT E000056	APRIL MEDICAL REIMBURSEMENT	395083-5161 Health Insurance Premiums	ACH040118	196.00	APRIL 18		00010372	04/01/2018
				Check Total:	196.00				
EP	DAVID, PRESTON E000112	APRIL MEDICAL REIMBURSEMENT	395083-5161 Health Insurance Premiums	ACH040118	972.42	APRIL 18		00010373	04/01/2018
				Check Total:	972.42				
EP	DAVIS, CAROLYN E000005	MAY MEDICAL REIMBURSEMENT	395083-5161 Health Insurance Premiums	ACH040118	524.00	APRIL 18		00010374	04/01/2018
				Check Total:	524.00				
EP	DELOS SANTOS, JAMIE E000045	APRIL MEDICAL REIMBURSEMENT	395083-5161 Health Insurance Premiums	ACH040118	528.00	APRIL 18		00010375	04/01/2018
				Check Total:	528.00				
EP	DICKSON, ROBERTA JO	APRIL MEDICAL REIMBURSEMENT	395083-5161	ACH040118	196.00	APRIL 18		00010376	04/01/2018

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	E000011		Health Insurance Premiums						
				Check Total:	196.00				
EP	DOWNEY, CAROL E000082	MAY MEDICAL REIMBURSEMENT	395083-5161 Health Insurance Premiums	ACH040118	524.00	APRIL 18		00010377	04/01/2018
				Check Total:	524.00				
EP	ECKENRODE, NORMAN E000029	MAY MEDICAL REIMBURSEMENT	395083-5161 Health Insurance Premiums	ACH040118	524.00	APRIL 18		00010378	04/01/2018
				Check Total:	524.00				
EP	ELSTRO, ANN M E000027	APRIL MEDICAL REIMBURSEMENT	395083-5161 Health Insurance Premiums	ACH040118	524.00	APRIL 18		00010379	04/01/2018
				Check Total:	524.00				
EP	ESCOBOSA, LILLIAN E000055	APRIL MEDICAL REIMBURSEMENT	395083-5161 Health Insurance Premiums	ACH040118	524.00	APRIL 18		00010380	04/01/2018
				Check Total:	524.00				
EP	ESPINOZA, ROSALINDA E000016	APRIL MEDICAL REIMBURSEMENT	395083-5161 Health Insurance Premiums	ACH040118	528.00	APRIL 18		00010381	04/01/2018
				Check Total:	528.00				
EP	FIGUEROA, DANIEL E000086	APRIL MEDICAL REIMBURSEMENT	395083-5161 Health Insurance Premiums	ACH040118	564.00	APRIL 18		00010382	04/01/2018
				Check Total:	564.00				
EP	FRICKE, JUERGEN E000075	APRIL MEDICAL REIMBURSEMENT	395083-5161 Health Insurance Premiums	ACH040118	789.00	APRIL 18		00010383	04/01/2018
				Check Total:	789.00				
EP	FULLER, GLENN H E000081	APRIL MEDICAL REIMBURSEMENT	395083-5161 Health Insurance Premiums	ACH040118	789.00	APRIL 18		00010384	04/01/2018
				Check Total:	789.00				
EP	GALLANT, KAREN E000008	APRIL MEDICAL REIMBURSEMENT	395083-5161 Health Insurance Premiums	ACH040118	524.00	APRIL 18		00010385	04/01/2018

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				Check Total:	524.00				
EP	GARNER, JO ANN E000047	APRIL MEDICAL REIMBURSEMENT	395083-5161 Health Insurance Premiums	ACH040118	524.00	APRIL 18		00010386	04/01/2018
				Check Total:	524.00				
EP	GARNER, KITTY E000080	APRIL MEDICAL REIMBURSEMENT	395083-5161 Health Insurance Premiums	ACH040118	860.00	APRIL 18		00010387	04/01/2018
				Check Total:	860.00				
EP	GOMEZ, DANIEL E000049	APRIL MEDICAL REIMBURSEMENT	395083-5161 Health Insurance Premiums	ACH040118	524.00	APRIL 18		00010388	04/01/2018
				Check Total:	524.00				
EP	GRIMM, DENNIS L E000042	APRIL MEDICAL REIMBURSEMENT	395083-5161 Health Insurance Premiums	ACH040118	564.00	APRIL 18		00010389	04/01/2018
				Check Total:	564.00				
EP	HOLTSCLAW, KATHERINE E000121	APRIL MEDICAL REIMBURSEMENT	395083-5161 Health Insurance Premiums	ACH040118	528.00	APRIL 18		00010390	04/01/2018
				Check Total:	528.00				
EP	IRVINE, SUZETTE E000019	APRIL MEDICAL REIMBURSEMENT	395083-5161 Health Insurance Premiums	ACH040118	524.00	APRIL 18		00010391	04/01/2018
				Check Total:	524.00				
EP	JENKINS, ROBERT E000084	APRIL MEDICAL REIMBURSEMENT	395083-5161 Health Insurance Premiums	ACH040118	558.94	APRIL 18		00010392	04/01/2018
				Check Total:	558.94				
EP	JOHNSON, SHARON E000099	APRIL MEDICAL REIMBURSEMENT	395083-5161 Health Insurance Premiums	ACH040118	524.00	APRIL 18		00010393	04/01/2018
				Check Total:	524.00				
EP	JONES, ROBERT E000053	APRIL MEDICAL REIMBURSEMENT	395083-5161 Health Insurance Premiums	ACH040118	197.76	APRIL 18		00010394	04/01/2018
				Check Total:	197.76				
EP	JUDD, TERRELL	MAY MEDICAL REIMBURSEMENT	395083-5161	ACH040118	1,586.00	APRIL 18		00010395	04/01/2018

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	E000115		Health Insurance Premiums						
				Check Total:	1,586.00				
EP	KIRKLAND, RICHARD L E000110	APRIL MEDICAL REIMBURSEMENT	395083-5161 Health Insurance Premiums	ACH040118	196.00	APRIL 18		00010396	04/01/2018
				Check Total:	196.00				
EP	LITTLE, DIANE M E000098	APRIL MEDICAL REIMBURSEMENT	395083-5161 Health Insurance Premiums	ACH040118	564.00	APRIL 18		00010397	04/01/2018
				Check Total:	564.00				
EP	LOOMIS, CORINNE E000122	APRIL MEDICAL REIMBURSEMENT	395083-5161 Health Insurance Premiums	ACH040118	528.00	APRIL 18		00010398	04/01/2018
				Check Total:	528.00				
EP	LOWREY, B J E000041	APRIL MEDICAL REIMBURSEMENT	395083-5161 Health Insurance Premiums	ACH040118	330.00	APRIL 18		00010399	04/01/2018
				Check Total:	330.00				
EP	MAERTZWEILER, MICHAEL MAY E000032	MAY MEDICAL REIMBURSEMENT	395083-5161 Health Insurance Premiums	ACH040118	524.00	APRIL 18		00010400	04/01/2018
				Check Total:	524.00				
EP	MANNING, VEDA M E000063	APRIL MEDICAL REIMBURSEMENT	395083-5161 Health Insurance Premiums	ACH040118	196.00	APRIL 18		00010401	04/01/2018
				Check Total:	196.00				
EP	MILANO, JAMES E000054	APRIL MEDICAL REIMBURSEMENT	395083-5161 Health Insurance Premiums	ACH040118	524.00	APRIL 18		00010402	04/01/2018
				Check Total:	524.00				
EP	MILLER, RICHARD E000106	APRIL MEDICAL REIMBURSEMENT	395083-5161 Health Insurance Premiums	ACH040118	1,330.00	APRIL 18		00010403	04/01/2018
				Check Total:	1,330.00				
EP	MOORE, LARRY W E000044	APRIL MEDICAL REIMBURSEMENT	395083-5161 Health Insurance Premiums	ACH040118	196.00	APRIL 18		00010404	04/01/2018

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				Check Total:	196.00				
EP	OLEA, ARLENE J E000014	APRIL MEDICAL REIMBURSEMENT	395083-5161 Health Insurance Premiums	ACH040118	1,189.00	APRIL 18		00010405	04/01/2018
				Check Total:	1,189.00				
EP	ORTEGA, MANUEL E E000100	APRIL MEDICAL REIMBURSEMENT	395083-5161 Health Insurance Premiums	ACH040118	697.00	APRIL 18		00010406	04/01/2018
				Check Total:	697.00				
EP	PALMER, GEORGE E000094	APRIL MEDICAL REIMBURSEMENT	395083-5161 Health Insurance Premiums	ACH040118	1,095.00	APRIL 18		00010407	04/01/2018
				Check Total:	1,095.00				
EP	PASCARELLA, RICHARD E000129	APRIL MEDICAL REIMBURSEMENT	395083-5161 Health Insurance Premiums	ACH040118	1,739.00	APRIL 18		00010408	04/01/2018
				Check Total:	1,739.00				
EP	PASCUA, RAYNALD E000114	APRIL MEDICAL REIMBURSEMENT	395083-5161 Health Insurance Premiums	ACH040118	1,586.00	APRIL 18		00010409	04/01/2018
				Check Total:	1,586.00				
EP	PASPALL, MIHAJLO E000085	APRIL MEDICAL REIMBURSEMENT	395083-5161 Health Insurance Premiums	ACH040118	524.00	APRIL 18		00010410	04/01/2018
				Check Total:	524.00				
EP	PEREZ, ROBERT E000111	APRIL MEDICAL REIMBURSEMENT	395083-5161 Health Insurance Premiums	ACH040118	196.00	APRIL 18		00010411	04/01/2018
				Check Total:	196.00				
EP	PICHON, WALTER E000103	APRIL MEDICAL REIMBURSEMENT	395083-5161 Health Insurance Premiums	ACH040118	249.30	APRIL 18		00010412	04/01/2018
				Check Total:	249.30				
EP	PINEDA, MATEO E000127	APRIL MEDICAL REIMBURSEMENT	395083-5161 Health Insurance Premiums	ACH040118	850.14	APRIL 18		00010413	04/01/2018
				Check Total:	850.14				
EP	PISCHEL, STEPHEN	APRIL MEDICAL REIMBURSEMENT	395083-5161	ACH040118	1,189.00	APRIL 18		00010414	04/01/2018

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	E000130		Health Insurance Premiums						
				Check Total:	1,189.00				
EP	REDIFER, KIM R E000022	APRIL MEDICAL REIMBURSEMENT	395083-5161 Health Insurance Premiums	ACH040118	789.00	APRIL 18		00010415	04/01/2018
				Check Total:	789.00				
EP	RENDEN, BRIAN E000083	APRIL MEDICAL REIMBURSEMENT	395083-5161 Health Insurance Premiums	ACH040118	800.54	APRIL 18		00010416	04/01/2018
				Check Total:	800.54				
EP	REYES, ROGER T E000024	APRIL MEDICAL REIMBURSEMENT	395083-5161 Health Insurance Premiums	ACH040118	524.00	APRIL 18		00010417	04/01/2018
				Check Total:	524.00				
EP	RICE, RUSSELL J E000059	APRIL MEDICAL REIMBURSEMENT	395083-5161 Health Insurance Premiums	ACH040118	1,330.00	APRIL 18		00010418	04/01/2018
				Check Total:	1,330.00				
EP	RISHER, THOMAS A E000013	APRIL MEDICAL REIMBURSEMENT	395083-5161 Health Insurance Premiums	ACH040118	524.00	APRIL 18		00010419	04/01/2018
				Check Total:	524.00				
EP	RIVERA, AIDA E000026	APRIL MEDICAL REIMBURSEMENT	395083-5161 Health Insurance Premiums	ACH040118	196.00	APRIL 18		00010420	04/01/2018
				Check Total:	196.00				
EP	ROACH, MICHAEL E000105	APRIL MEDICAL REIMBURSEMENT	395083-5161 Health Insurance Premiums	ACH040118	1,330.00	APRIL 18		00010421	04/01/2018
				Check Total:	1,330.00				
EP	ROBB, SANDRA E000043	APRIL MEDICAL REIMBURSEMENT	395083-5161 Health Insurance Premiums	ACH040118	524.00	APRIL 18		00010422	04/01/2018
				Check Total:	524.00				
EP	ROKOSZ, KEN A E000035	APRIL MEDICAL REIMBURSEMENT	395083-5161 Health Insurance Premiums	ACH040118	528.00	APRIL 18		00010423	04/01/2018

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				Check Total:	528.00				
EP	ROSE, RICHARD D E000050	APRIL MEDICAL REIMBURSEMENT	395083-5161 Health Insurance Premiums	ACH040118	860.00	APRIL 18		00010424	04/01/2018
				Check Total:	860.00				
EP	SALE, LEE R E000031	APRIL MEDICAL REIMBURSEMENT	395083-5161 Health Insurance Premiums	ACH040118	524.00	APRIL 18		00010425	04/01/2018
				Check Total:	524.00				
EP	SANCHEZ, LAURA E000058	APRIL MEDICAL REIMBURSEMENT	395083-5161 Health Insurance Premiums	ACH040118	196.00	APRIL 18		00010426	04/01/2018
				Check Total:	196.00				
EP	SANGOLUISA, ZORA G E000048	APRIL MEDICAL REIMBURSEMENT	395083-5161 Health Insurance Premiums	ACH040118	196.00	APRIL 18		00010427	04/01/2018
				Check Total:	196.00				
EP	SCHLIEDER, BEVERLY E000120	APRIL MEDICAL REIMBURSEMENT	395083-5161 Health Insurance Premiums	ACH040118	1,480.01	APRIL 18		00010428	04/01/2018
				Check Total:	1,480.01				
EP	SMITH, WARD E000128	APRIL MEDICAL REIMBURSEMENT	395083-5161 Health Insurance Premiums	ACH040118	1,586.00	APRIL 18		00010429	04/01/2018
				Check Total:	1,586.00				
EP	SOMOYA, JOHN P E000089	APRIL MEDICAL REIMBURSEMENT	395083-5161 Health Insurance Premiums	ACH040118	789.00	APRIL 18		00010430	04/01/2018
				Check Total:	789.00				
EP	SOTO, PHILIP J E000052	APRIL MEDICAL REIMBURSEMENT	395083-5161 Health Insurance Premiums	ACH040118	524.00	APRIL 18		00010431	04/01/2018
				Check Total:	524.00				
EP	SPRAGUE, GARY A E000064	APRIL MEDICAL REIMBURSEMENT	395083-5161 Health Insurance Premiums	ACH040118	1,739.00	APRIL 18		00010432	04/01/2018
				Check Total:	1,739.00				
EP	STEPHEN, JEFFREY	APRIL MEDICAL REIMBURSEMENT	395083-5161	ACH040118	1,586.00	APRIL 18		00010433	04/01/2018

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	E000119		Health Insurance Premiums						
				Check Total:	1,586.00				
EP	TAYLOR, LINDA E000126	APRIL MEDICAL REIMBURSEMENT	395083-5161 Health Insurance Premiums	ACH040118	487.39	APRIL 18		00010434	04/01/2018
				Check Total:	487.39				
EP	THOMANN, DARYLL L E000101	APRIL MEDICAL REIMBURSEMENT	395083-5161 Health Insurance Premiums	ACH040118	558.94	APRIL 18		00010435	04/01/2018
				Check Total:	558.94				
EP	TRIFOS, WILLIAM E000104	APRIL MEDICAL REIMBURSEMENT	395083-5161 Health Insurance Premiums	ACH040118	1,590.00	APRIL 18		00010436	04/01/2018
				Check Total:	1,590.00				
EP	VALENTINE, THOMAS E000118	APRIL MEDICAL REIMBURSEMENT	395083-5161 Health Insurance Premiums	ACH040118	1,330.00	APRIL 18		00010437	04/01/2018
				Check Total:	1,330.00				
EP	VERSTYNEN, WILLIAM E000092	APRIL MEDICAL REIMBURSEMENT	395083-5161 Health Insurance Premiums	ACH040118	196.00	APRIL 18		00010438	04/01/2018
				Check Total:	196.00				
EP	WAHL, KATHLEEN A E000030	APRIL MEDICAL REIMBURSEMENT	395083-5161 Health Insurance Premiums	ACH040118	196.00	APRIL 18		00010439	04/01/2018
				Check Total:	196.00				
EP	WUEST, STEPHEN E000079	APRIL MEDICAL REIMBURSEMENT	395083-5161 Health Insurance Premiums	ACH040118	524.00	APRIL 18		00010440	04/01/2018
				Check Total:	524.00				
EP	WORDEN, LARRY M E000116	APRIL MEDICAL REIMBURSEMENT	395083-5161 Health Insurance Premiums	ACH040118	480.29	APRIL 18		00010441	04/01/2018
				Check Total:	480.29				
EP	YAMAGUCHI, BRIAN E000123	APRIL MEDICAL REIMBURSEMENT	395083-5161 Health Insurance Premiums	ACH040118	1,330.00	APRIL 18		00010442	04/01/2018

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				Check Total:	1,330.00				
EP	ZAMORA, JERRY E000037	APRIL MEDICAL REIMBURSEMENT	395083-5161 Health Insurance Premiums	ACH040118	789.00	APRIL 18		00010443	04/01/2018
				Check Total:	789.00				
EP	ZINN, JOHN E000009	APRIL MEDICAL REIMBURSEMENT	395083-5161 Health Insurance Premiums	ACH040118	1,152.40	APRIL 18		00010444	04/01/2018
				Check Total:	1,152.40				
EP	AMERICAN FIDELITY V010011	P/E 3/10/18 PD 3/16/18	0010-2188 Health Care SSA	ACH032618	557.19	031618A		00010445	03/27/2018
EP	AMERICAN FIDELITY V010011	P/E 3/10/18 PD 3/16/18	0010-2190 Dependent Care SSA	ACH032618	56.25	031618A		00010445	03/27/2018
EP	AMERICAN FIDELITY V010011	P/E 3/10/18 PD 3/16/18	0029-2188 Health Care SSA	ACH032618	8.54	031618A		00010445	03/27/2018
EP	AMERICAN FIDELITY V010011	P/E 3/10/18 PD 3/16/18	0010-2155 Per Sec Plan - Opt. Life	ACH032618	35.10	031618A		00010445	03/27/2018
EP	AMERICAN FIDELITY V010011	P/E 3/10/18 PD 3/16/18	0029-2190 Dependent Care SSA	ACH032618	12.50	031618A		00010445	03/27/2018
EP	AMERICAN FIDELITY V010011	P/E 3/10/18 PD 3/16/18	395000-2187 Voluntary Plan Life	ACH032618	497.49	031618A		00010445	03/27/2018
EP	AMERICAN FIDELITY V010011	P/E 3/10/18 PD 3/16/18	0037-2188 Health Care SSA	ACH032618	11.74	031618A		00010445	03/27/2018
EP	AMERICAN FIDELITY V010011	P/E 3/10/18 PD 3/16/18	0037-2190 Dependent Care SSA	ACH032618	18.75	031618A		00010445	03/27/2018
EP	AMERICAN FIDELITY V010011	P/E 3/10/18 PD 3/16/18	0048-2188 Health Care SSA	ACH032618	11.26	031618A		00010445	03/27/2018
EP	AMERICAN FIDELITY V010011	P/E 3/10/18 PD 3/16/18	0048-2190 Dependent Care SSA	ACH032618	37.50	031618A		00010445	03/27/2018
EP	AMERICAN FIDELITY V010011	P/E 3/10/18 PD 3/16/18	0054-2188 Health Care SSA	ACH032618	16.25	031618A		00010445	03/27/2018

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				Check Total:	1,262.57				
EP	CALIFORNIA PUBLIC V010053	PERS P/E 3/10/18 PD 3/16/18	0010-2145 Employee PERS Payback W/H	ACH032618	229.03	031618A		00010446	03/27/2018
EP	CALIFORNIA PUBLIC V010053	PERS P/E 3/10/18 PD 3/16/18	0010-2150 Survivor Benefit Package	ACH032618	105.53	031618A		00010446	03/27/2018
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EP	CALIFORNIA PUBLIC V010053	PERS P/E 3/10/18 PD 3/16/18	0021-2140 Employee PERS W/H	ACH032618	244.81	031618A		00010446	03/27/2018
EP	CALIFORNIA PUBLIC V010053	PERS P/E 3/10/18 PD 3/16/18	0021-2150 Survivor Benefit Package	ACH032618	0.66	031618A		00010446	03/27/2018
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EP	CALIFORNIA PUBLIC V010053	PERS P/E 3/10/18 PD 3/16/18	0029-2150 Survivor Benefit Package	ACH032618	1.11	031618A		00010446	03/27/2018
EP	CALIFORNIA PUBLIC V010053	PERS P/E 3/10/18 PD 3/16/18	0029-2165 PERS Employer Payable	ACH032618	12.93	031618A		00010446	03/27/2018
EP	CALIFORNIA PUBLIC V010053	PERS P/E 3/10/18 PD 3/16/18	0029-2195 PERS Uniform	ACH032618	0.30	031618A		00010446	03/27/2018
EP	CALIFORNIA PUBLIC V010053	PERS P/E 3/10/18 PD 3/16/18	0037-2140 Employee PERS W/H	ACH032618	863.33	031618A		00010446	03/27/2018
EP	CALIFORNIA PUBLIC V010053	PERS P/E 3/10/18 PD 3/16/18	0037-2145 Employee PERS Payback W/H	ACH032618	4.13	031618A		00010446	03/27/2018
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For 03/28/2018

Type	Vendor Name/ID	Description	Account/Description	Batch ID	Amount	Invoice#	PO #	Ref #	Ref Date
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EP	CALIFORNIA PUBLIC V010053	PERS P/E 3/10/18 PD 3/16/18	0037-2150 Survivor Benefit Package	ACH032618	1.01	031618A		00010446	03/27/2018
EP	CALIFORNIA PUBLIC V010053	PERS P/E 3/10/18 PD 3/16/18	395083-5145 Retirement PERS	ACH032618	-85,759.38	031618A		00010446	03/27/2018
EP	CALIFORNIA PUBLIC V010053	PERS P/E 3/10/18 PD 3/16/18	0037-2165 PERS Employer Payable	ACH032618	0.38	031618A		00010446	03/27/2018
EP	CALIFORNIA PUBLIC V010053	PERS P/E 3/10/18 PD 3/16/18	0048-2140 Employee PERS W/H	ACH032618	3,825.53	031618A		00010446	03/27/2018
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EP	CALIFORNIA PUBLIC V010053	PERS P/E 3/10/18 PD 3/16/18	0054-2150 Survivor Benefit Package	ACH032618	0.69	031618A		00010446	03/27/2018
EP	CALIFORNIA PUBLIC V010053	PERS P/E 3/10/18 PD 3/16/18	0061-2140 Employee PERS W/H	ACH032618	3,301.47	031618A		00010446	03/27/2018
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EP	CALIFORNIA PUBLIC V010053	MARCH 18 UAL PAYMENT	395083-5145 Retirement PERS	ACH032618	48,075.03	10000001521708		00010446	03/27/2018
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Type	Vendor Name/ID	Description	Account/Description	Batch ID	Amount	Invoice#	PO #	Ref #	Ref Date
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EP	EMPLOYMENT V010052	STATE TAX P/E 3/10 PD 3/16	0061-2135 Calif Income Tax W/H	ACH032618	117.77	031618A		00010447	03/27/2018
EP	EMPLOYMENT V010052	STATE TAX P/E 3/10 PD 3/16	0037-2135 Calif Income Tax W/H	ACH032618	176.30	031618A		00010447	03/27/2018
EP	EMPLOYMENT V010052	STATE TAX P/E 3/10 PD 3/16	0048-2135 Calif Income Tax W/H	ACH032618	567.66	031618A		00010447	03/27/2018
EP	EMPLOYMENT V010052	STATE TAX P/E 3/10 PD 3/16	0054-2135 Calif Income Tax W/H	ACH032618	193.76	031618A		00010447	03/27/2018
				Check Total:	17,177.57				
EP	INTERNAL REVENUE V010054	FED/MED/SS P/E 3/10 PD 3/16	0010-2115 Employee Medicare W/H	ACH032618	5,944.05	031618A		00010448	03/27/2018
EP	INTERNAL REVENUE V010054	FED/MED/SS P/E 3/10 PD 3/16	0010-2120 Employer Medicare Payable	ACH032618	5,944.05	031618A		00010448	03/27/2018
EP	INTERNAL REVENUE V010054	FED/MED/SS P/E 3/10 PD 3/16	0021-2110 Federal Income Tax W/H	ACH032618	434.74	031618A		00010448	03/27/2018
EP	INTERNAL REVENUE V010054	FED/MED/SS P/E 3/10 PD 3/16	0021-2115 Employee Medicare W/H	ACH032618	49.82	031618A		00010448	03/27/2018
EP	INTERNAL REVENUE V010054	FED/MED/SS P/E 3/10 PD 3/16	0010-2110 Federal Income Tax W/H	ACH032618	41,207.10	031618A		00010448	03/27/2018
EP	INTERNAL REVENUE V010054	FED/MED/SS P/E 3/10 PD 3/16	0021-2120 Employer Medicare Payable	ACH032618	49.82	031618A		00010448	03/27/2018
EP	INTERNAL REVENUE	FED/MED/SS P/E 3/10 PD 3/16	0061-2120	ACH032618	59.10	031618A		00010448	03/27/2018

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Electronic Disbursement Register
For 03/28/2018

Type	Vendor Name/ID	Description	Account/Description	Batch ID	Amount	Invoice#	PO #	Ref #	Ref Date
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EP	INTERNAL REVENUE V010054	FED/MED/SS P/E 3/10 PD 3/16	0029-2120 Employer Medicare Payable	ACH032618	53.65	031618A		00010448	03/27/2018
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EP	INTERNAL REVENUE V010054	FED/MED/SS P/E 3/10 PD 3/16	0054-2120 Employer Medicare Payable	ACH032618	57.89	031618A		00010448	03/27/2018
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EP	INTERNAL REVENUE V010054	FED/MED/SS P/E 3/10 PD 3/16	0061-2115 Employee Medicare W/H	ACH032618	59.10	031618A		00010448	03/27/2018
Check Total:					57,454.68				

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Electronic Disbursement Register
For 03/28/2018

Type	Vendor Name/ID	Description	Account/Description	Batch ID	Amount	Invoice#	PO #	Ref #	Ref Date
				Type Total:	493,651.36				
				Check Total:	493,651.36				



Proclamation

WHEREAS, organ, tissue, marrow and blood donation are life-giving acts recognized worldwide as expressions of compassion to those in need; and

WHEREAS, more than 114,000 individuals nationwide and more than 21,000 in California are currently on the national organ transplant waiting list, and on average, twenty people die each day while waiting due to the shortage of donated organs; and

WHEREAS, the need for donated organs is especially urgent in Hispanic and African American communities; and

WHEREAS, more than 600,000 units of blood per year are needed to meet the need in California; and

WHEREAS, at any given time, 6,000 patients are in need of volunteer marrow donors; and

WHEREAS, a single individual's donation of the heart, lungs, liver, kidneys, pancreas and small intestine can save up to eight lives; donation of tissue can save and heal the lives of more than seventy-five others; and a single blood donation can help three people in need; and

WHEREAS, millions of lives each year are saved and healed by donors of organs, tissues, marrow and blood; and

WHEREAS the spirit of giving and decision to donate are not restricted by age or medical condition; and

WHEREAS, over fourteen million Californians have signed up with the state-authorized Donate Life California Donor Registry to ensure their wishes to be organ, eye and tissue donors are honored;

WHEREAS, California residents can sign up with the Donate Life California Donor Registry when applying for or renewing their driver's licenses or ID cards at the California Department of Motor Vehicles.

NOW, THEREFORE, BE IT RESOLVED that in recognition of National Donate Life Month, the month of April 2018 is hereby proclaimed "DMV/Donate Life California Month" in the City of Placentia, and in doing so we encourage all Californians to check "YES!" when applying for or renewing their driver's license or I.D. card, or by signing up at www.donateLIFeCalifornia.org or www.doneVIDAcalifornia.org.

Dated this 3rd day of April 2018.

Chad P. Wanke, Mayor

ATTEST:

Patrick J. Melia, City Clerk

1.c.
April 3, 2018



Placentia City Council

AGENDA REPORT

TO: CITY COUNCIL
VIA: CITY ADMINISTRATOR
FROM: DIRECTOR OF COMMUNITY SERVICES
DATE: APRIL 3, 2018
SUBJECT: **INCREASE OF 2018 ST. JUDE HEALTHY COMMUNITIES GRANT**
FISCAL EXPENSE: NONE
IMPACT: REVENUE: \$5,000 (ST. JUDE GRANT)

SUMMARY:

In July 2017, the St. Jude Hospital Board of Trustees Community Benefit Committee approved a Healthy Communities Grant of up to \$59,000 to the City of Placentia. The purpose of this grant was to partner with the City to promote environmental, system and policy changes that will improve health and reduce obesity in low-income neighborhoods.

The original terms of the agreement allocated \$26,000 of the \$59,000 grant award for the repair of playground rubberized surfacing at Kraemer and McFadden Parks. Recently, the City has solicited bid proposals from three (3) contractors for completion of this work. The bid proposals have all exceeded the original allocated amount of \$26,000. In order to repair the playground rubberized surfacing, the City approached St. Jude with the request to amend the original \$26,000 allocation and provide an additional \$5,000 for completion of the work. St. Jude has agreed to the City's request and will provide the additional funds needed for the project.

This action will approve the acceptance of an additional \$5,000 to the initial \$26,000 Restricted Project Grant Agreement with St. Jude Hospital totaling \$31,000 for the completion of repairs to the playground rubberized surfacing at Kraemer and McFadden Parks.

RECOMMENDATION:

It is recommended that the City Council take the following actions:

1. Approve an additional \$5,000 to the initial \$26,000 Restricted Project Grant Agreement with St. Jude Hospital for the completion of repairs to the playground rubberized surfacing at Kraemer and McFadden Parks; and
2. Authorize the City Administrator and/or his designee to execute all necessary documents, in a form approved by the City Attorney.

DISCUSSION:

The existing playground surfacing at Kraemer and McFadden Parks are both missing large pieces and are in a dilapidated state of disrepair. Repair of the surfacing at both parks would create a

1.d.
April 3, 2018

safer play environment for the children using the equipment, and would also reduce maintenance costs.

At McFadden Park, two hundred and thirty (230) linear feet of edge repair will be completed to ensure that the existing rubberized surfacing will be flush with the surrounding concrete, therefore eliminating a potential tripping hazard. In addition, a total of one thousand four hundred (1400) square feet of surfacing will be repaired using a ½ inch patch material to repair missing sections of the damaged rubberized surfacing.

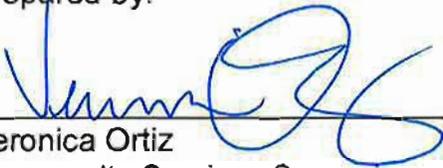
Similarly, at Kraemer Park, one hundred and eighty (180) linear feet of edge repair will be completed to ensure that the existing rubberized surfacing will be flush with the surrounding concrete. A total of one thousand four hundred and fifty (1450) square feet of 1½ inch material and one thousand seven hundred (1700) square feet of ½ inch material will be used to repair the sections of the existing damaged and missing surfacing.

Staff solicited bids from three (3) qualified vendors for this work and their bid amounts exceeded the original grant amount by \$5,000. In response, St. Jude agreed to increase their grant amount to match the lowest bid. The contract for the playground surfacing repair will be awarded at a future Council meeting.

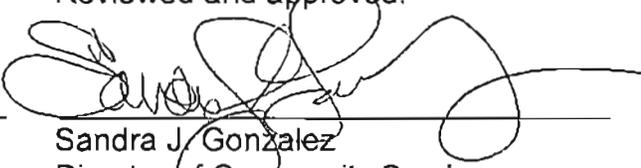
FISCAL IMPACT:

The revised agreement with St. Jude will provide up to \$31,000 in grant funding towards the aforementioned projects. The grant does not require any matching funds from the City. No General Fund dollars will be used on this project.

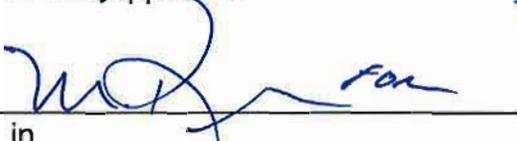
Prepared by:


Veronica Ortiz
Community Services Supervisor

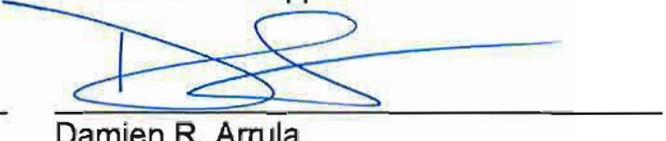
Reviewed and approved:


Sandra J. Gonzalez
Director of Community Services

Reviewed and approved:


Shally Lin
Senior Financial Advisor

Reviewed and approved:


Damien R. Arrula
City Administrator

Attachment:

1. St. Jude Restricted Project Grant Agreement

St. Jude Hospital
Restricted Project Grant Agreement
City of Placentia
Grant Number 201806

This Restricted Project Grant Agreement ("Agreement") upon execution on behalf of Grantee, City of Placentia or City in the spaces provided for signature will evidence City's agreement and commitment to the City as follows:

I. Grantee's Status

This grant is specifically conditioned upon City's status as an eligible grantee of St. Jude Hospital ("Hospital") in accordance with this section. City warrants and represents that it is a public organization. City will notify the Hospital immediately of any actual or proposed change in tax status.

II. Purposes of Grant

To prevent and reduce obesity by assisting the City in supporting residents to increase physical activity and eat healthier.

This grant is made only for the specific charitable purposes described in the Agreement as part of the Hospital's community benefit program. The grant funds may not be used for any other purpose without prior written approval from the Hospital.

III. Use of Grant Funds and Mutual Expectations

These grant funds will be used as follows:

1. Hospital will provide \$15,000 to hire consultant/staff to identify potential grant opportunities that will enhance physical activity and nutrition education in low-income neighborhoods. The City agrees to establish an interdepartmental head committee to review and prioritize grant opportunities, selecting a minimum of three grants to submit for funding. The consultant/staff will write and submit three grants based on the interdepartmental head committee recommendations.
2. The above mentioned interdepartmental committee shall also oversee the implementation of the Placentia "Healthy Eating Active Living Resolution" to become a "Fit" City designation. City will work with the "Let's Get Healthy" committee to pass a policy or ordinance that promotes healthy nutrition and increased physical activity thereby helping to create a culture of health in the city.
3. Hospital will provide up to \$31,000 for the City to repair rubberized surfacing at the McFadden (\$13,500) and Kraemer (\$17,500) Parks. This will increase the safety at the parks and increase the physical activity opportunity for children, teens and adults at two targeted low-income neighborhoods. The City shall be responsible for site preparation, installation and maintenance of the resurfacing.
4. Hospital will provide \$5,000 for the City to contract with a consultant to create two brochures. Each brochure will provide two color-coded walking

and fitness equipment workout routes for Kraemer and McFadden Parks. The City will identify the walking and fitness routes at each of the parks by painting the color coded routes on the park walking trail/fitness station locations. The City will promote the Walking/Fitness Routes and Brochures at the Community Centers, City Hall, Library, Senior Centers, School Districts and on the City Website.

5. Hospital will provide \$8,000 grant funding to assist with the purchase of solar heating for the McFadden pool, which would provide the following benefits:
 - Year round (12 months vs 3 months) enjoyable physical activity through public lap swim, and year round courses for Mommy and Me, Senior exercise, and other aqua aerobics for the residents.
 - Aquatic classes would be offered targeting all demographics within the City including mothers and new babies, fitness enthusiasts, men and women of all ages, and children.
 - Year round swim classes would provide increased employment to existing staff members.
6. Hospital will provide up to \$5,000 for 50/50 Match Scholarship for Parks and Recreation Child/Teen City Sports League Fees. Matching fee can be obtained from local Business/Philanthropy organizations in an effort to provide low income children/teens increased opportunity for physical activity and participation in team sports.
7. Partner with Placentia Community Collaborative on the "Get Healthy Placentia" Campaign by either designating City staff or commissioners to work with the collaborative or establish a subcommittee of the Parks and Recreation or Planning Commission.
8. City will provide a Mid-Year and Final Project Report to Hospital documenting the use of funds and Project progress and will participate in the initiative evaluation that is being done by California State University Fullerton.

IV. Amount of Grant

\$32,000 payable upon receipt of this executed Agreement and the remaining amount after the mid-year report is received and if adequate progress is documented.

V. Period of Grant

Grant funds are to be applied to expenses incurred for the period July 1, 2017 to December 31, 2018 unless otherwise agreed upon in writing by the Hospital and the City.

VI. Terms and Conditions of Grant

City agrees that the grant is subject to the following conditions:

- A. Expenditure of Grant Funds
1. Use of Funds. City must spend the grant funds only for the purposes described above.
 2. Prohibited Uses. City shall not use any of the funds from this grant in a manner inconsistent with Section 501 (c) (3) of the Code, including:
 - a. carrying on propaganda, or otherwise attempt to, influence legislation,
 - b. influencing the outcome of any specific public election,
 - c. carrying on directly or indirectly any voter registration drive.
 - d. inducing or encouraging violations of law or public policy
 - e. causing any private inurement or improper private benefit to occur.
- B. Return of Funds. City shall return to the Hospital any unexpended grant funds under the following conditions:
1. If the Hospital, in its reasonable discretion, determines that the City has not performed in Accordance with this Agreement; or
 2. Any portion of the funding is not used for grant purposes.
- C. Records, Audits. Funds provided by the Hospital shall be accounted for in the City's books and records. The City shall retain original substantiating documents related to restricted grant expenditures and make these records available for the Hospital's review upon request. The Collaborative reserves the right, upon written notice, to audit the City's books and records relating to the expenditure of any funds provided by the Hospital as a restricted grant.
- D. Reports. City shall make a written report to the Hospital by July 15, 2018 for the period 1/1/18-7/15/18 and by January 15, 2019 for the full term of the grant reporting on the grants submitted and their status, progress toward HEAL Fit City designation, pump installation at Whitton Pool, progress of playground rubberized replacement repairs at McFadden and Kraemer Parks, creation of walking routes/fitness workout brochures and park identifiers at McFadden and Kraemer Parks, number of 50/50 Scholarships awarded to children/teens for city sports team fees and an estimate of the number of residents using McFadden and Kraemer parks and Whitten Pool.
- E. Budgets. Expenditures of grant funds must be made substantially in accordance with the grant budget, which is attached as Exhibit A. Any material changes from the budget must be approved in advance by the Hospital.

M. Entire Agreement: Amendments and Modifications. This Agreement constitutes the entire agreement of the parties with respect to its subject matter supersedes any and all prior written or oral agreements or understandings with respect to the subject matter hereof. This Agreement may not be amended or modified, except in writing signed by both parties.

N. Governing Law. This Agreement shall be governed by the laws of the State of California without giving effect to that body of laws pertaining to conflict of laws. In the event of any legal action to enforce or interpret this Agreement, the parties herto agree that the sole and exclusive venue shall be a court of competent jurisdiction located in Orange County, California.

VII. Acceptance of Agreement

The Hospital reserves the right to withhold or suspend payments of grant funds if the City fails to comply strictly with any of the terms and conditions of this Agreement.

If this Agreement correctly sets forth your understanding and acceptance of the arrangements made regarding this grant, please countersign and return to the Hospital.

GRANTEE

Accepted on behalf of City of Placentia by:

Authorized Signature

Date

Printed Name

Title

Accepted on behalf of St. Jude Hospital by:



Authorized Signature

1/30/2018

Date

Katie Gonzalez

Printed Name

CFO

Title

Exhibit A

**Grant Number 201806
Budget**

Budget Item	Amount
Grant writing consultant to identify opportunities for increased physical activity and nutrition education in Placentia	\$15,000
Playground resurfacing (replace damaged rubberized surfacing) McFadden Park \$11,000 Kraemer Park \$15,000	\$31,000
Assist with purchase of Solar Heating for McFadden Pool	\$8,000
Creation of Brochures for Kraemer and McFadden Walking/fitness Routes (2-color coded) and identify routes with painted stencils at each park	\$5,000
50/50 Matching Scholarship for Child/Teen City Sports Team Fees	\$5,000
TOTAL EXPENSES	\$64,000



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

3/27/2018

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER Cavnignac & Associates 450 B Street, Suite 1800 San Diego CA 92101	CONTACT NAME: Certificate Department	
	PHONE (A/C No, Ext): 619-744-0574	FAX (A/C, No): 619-234-8801
E-MAIL ADDRESS: certificates@cavnignac.com		
INSURER(S) AFFORDING COVERAGE		NAIC #
INSURER A: Travelers Property & Casualty Company of America		25674
INSURER B: Travelers Indemnity Co of Conn		25682
INSURER C: Wesco Insurance Company		25011
INSURER D:		
INSURER E:		
INSURER F:		

INSURED BAKENOW-01
 Baker Nowicki Design Studio LLP
 731 Ninth Avenue, Suite A
 San Deigo, CA 92101

COVERAGES **CERTIFICATE NUMBER:** 1017513103 **REVISION NUMBER:**

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADOL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR <input checked="" type="checkbox"/> Sev of Int Incl GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input checked="" type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC <input type="checkbox"/> OTHER	Y		6802J641106	3/30/2018	3/30/2019	EACH OCCURRENCE \$ 2,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 1,000,000 MED EXP (Any one person) \$ 10,000 PERSONAL & ADV INJURY \$ 2,000,000 GENERAL AGGREGATE \$ 4,000,000 PRODUCTS - COM/OP AGG \$ 4,000,000 Deductible \$ 0
B	AUTOMOBILE LIABILITY <input type="checkbox"/> ANY AUTO ALL OWNED AUTOS <input checked="" type="checkbox"/> HIRED AUTOS <input type="checkbox"/> SCHEDULED AUTOS NON-OWNED AUTOS <input checked="" type="checkbox"/>	Y		3A6207X685	3/30/2018	3/30/2019	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$
A	<input checked="" type="checkbox"/> UMBRELLA LIAB <input checked="" type="checkbox"/> OCCUR <input type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> DED <input checked="" type="checkbox"/> RETENTION \$ 0			CUP2J644354	3/30/2018	3/30/2019	EACH OCCURRENCE \$ 1,000,000 AGGREGATE \$ 1,000,000 \$
A	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below <input type="checkbox"/> Y/N <input type="checkbox"/> N/A			UB8679T137	3/30/2018	3/30/2019	<input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> OTH-ER E.L. EACH ACCIDENT \$ 1,000,000 E.L. DISEASE - EA EMPLOYEE \$ 1,000,000 E.L. DISEASE - POLICY LIMIT \$ 1,000,000
C	Professional Liability			ARA127436700	3/30/2018	3/30/2019	Each Claim 2,000,000 Aggregate 4,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)
 Re: BNds Project #15034-00 - City of Placentia Parking Structure. Additional Insured coverage applies to General Liability and Automobile Liability for The City of Placentia, its elected and appointed boards, officers, officials, employees, agents and volunteers per policy form. Primary and Non-Contributory coverage applies to General Liability per policy form. Waiver of subrogation applies to General Liability, Automobile Liability, and Workers Compensation per policy form.

CERTIFICATE HOLDER

City of Placentia
 ATTN: Luis Estevez
 401 East Chapman Avenue
 Placentia CA 92870

CANCELLATION

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

BLANKET ADDITIONAL INSURED (ARCHITECTS, ENGINEERS AND SURVEYORS)

This endorsement modifies insurance provided under the following:
COMMERCIAL GENERAL LIABILITY COVERAGE PART

1. The following is added to **SECTION II – WHO IS AN INSURED:**

Any person or organization that you agree in a "written contract requiring insurance" to include as an additional insured on this Coverage Part, but:

- a. Only with respect to liability for "bodily injury", "property damage" or "personal injury"; and
- b. If, and only to the extent that, the injury or damage is caused by acts or omissions of you or your subcontractor in the performance of "your work" to which the "written contract requiring insurance" applies, or in connection with premises owned by or rented to you.

The person or organization does not qualify as an additional insured:

- c. With respect to the independent acts or omissions of such person or organization; or
- d. For "bodily injury", "property damage" or "personal injury" for which such person or organization has assumed liability in a contract or agreement.

The insurance provided to such additional insured is limited as follows:

- e. This insurance does not apply on any basis to any person or organization for which coverage as an additional insured specifically is added by another endorsement to this Coverage Part.
- f. This insurance does not apply to the rendering of or failure to render any "professional services".
- g. In the event that the Limits of Insurance of the Coverage Part shown in the Declarations exceed the limits of liability required by the "written contract requiring insurance", the insurance provided to the additional insured shall be limited to the limits of liability required by that "written contract requiring insurance". This endorsement does not increase the limits of insurance described in Section III – Limits Of Insurance.

- h. This insurance does not apply to "bodily injury" or "property damage" caused by "your work" and included in the "products-completed operations hazard" unless the "written contract requiring insurance" specifically requires you to provide such coverage for that additional insured, and then the insurance provided to the additional insured applies only to such "bodily injury" or "property damage" that occurs before the end of the period of time for which the "written contract requiring insurance" requires you to provide such coverage or the end of the policy period, whichever is earlier.

2. The following is added to Paragraph 4.a. of **SECTION IV – COMMERCIAL GENERAL LIABILITY CONDITIONS:**

The insurance provided to the additional insured is excess over any valid and collectible other insurance, whether primary, excess, contingent or on any other basis, that is available to the additional insured for a loss we cover. However, if you specifically agree in the "written contract requiring insurance" that this insurance provided to the additional insured under this Coverage Part must apply on a primary basis or a primary and non-contributory basis, this insurance is primary to other insurance available to the additional insured which covers that person or organizations as a named insured for such loss, and we will not share with the other insurance, provided that:

- (1) The "bodily injury" or "property damage" for which coverage is sought occurs; and
- (2) The "personal injury" for which coverage is sought arises out of an offense committed;

after you have signed that "written contract requiring insurance". But this insurance provided to the additional insured still is excess over valid and collectible other insurance, whether primary, excess, contingent or on any other basis, that is available to the additional insured when that person or organization is an additional insured under any other insurance.

POLICY NUMBER: 6802J841106
COMMERCIAL GENERAL LIABILITY

3. The following is added to Paragraph **B.**, **Transfer Of Rights Of Recovery Against Others To Us**, of **SECTION IV – COMMERCIAL GENERAL LIABILITY CONDITIONS**:

We waive any right of recovery we may have against any person or organization because of payments we make for "bodily injury", "property damage" or "personal injury" arising out of "your work" performed by you, or on your behalf, done under a "written contract requiring insurance" with that person or organization. We waive this right only where you have agreed to do so as part of the "written contract requiring insurance" with such person or organization signed by you before, and in effect when, the "bodily injury" or "property damage" occurs, or the "personal injury" offense is committed.

4. The following definition is added to the **DEFINITIONS** Section:

"Written contract requiring insurance" means that part of any written contract under which you are required to include a person or organization as an additional insured on this Coverage Part, provided that the "bodily injury" and "property damage" occurs and the "personal injury" is caused by an offense committed:

- a. After you have signed that written contract;
- b. While that part of the written contract is in effect; and
- c. Before the end of the policy period.

POLICY NUMBER: BA-6207X685

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

DESIGNATED INSURED

This endorsement modifies insurance provided under the following:

BUSINESS AUTO COVERAGE FORM
GARAGE COVERAGE FORM
MOTOR CARRIER COVERAGE FORM
TRUCKERS COVERAGE FORM

With respect to coverage provided by this endorsement, the provisions of the Coverage Form apply unless modified by this endorsement.

This endorsement identifies person(s) or organization(s) who are "insureds" under the Who Is An Insured Provision of the Coverage Form. This endorsement does not alter coverage provided in the Coverage Form.

SCHEDULE

Name of Person(s) or Organization(s):

**ANY PERSON OR ORGANIZATION THAT
YOU ARE REQUIRED TO INCLUDE AS
ADDITIONAL INSURED ON THE COVERAGE
FORM IN A WRITTEN CONTRACT OR
AGREEMENT THAT IS SIGNED AND
EXECUTED BY YOU BEFORE THE BODILY
INJURY OR PROPERTY DAMAGE
OCCURS AND THAT IS IN EFFECT DURING
THE POLICY PERIOD.**

(If no entry appears above, information required to complete this endorsement will be shown in the Declarations as applicable to the endorsement.)

Each person or organization shown in the Schedule is an "insured" for Liability Coverage, but only to the extent that person or organization qualifies as an "insured" under the Who Is An Insured Provision contained in Section II of the Coverage Form.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

BLANKET WAIVER OF SUBROGATION

This endorsement modifies insurance provided under the following:

BUSINESS AUTO COVERAGE FORM
GARAGE COVERAGE FORM
MOTOR CARRIER COVERAGE FORM
TRUCKERS COVERAGE FORM

With respect to coverage provided by this endorsement, the provisions of the Coverage Form apply unless modified by the endorsement.

Paragraph 5. **Transfer of Rights Of Recovery Against Others To Us** of the CONDITIONS section is replaced by the following:

5. Transfer Of Rights Of Recovery Against Others To Us

We waive any right of recovery we may have against any person or organization to the extent

required of you by a written contract executed prior to any "accident" or "loss", provided that the "accident" or "loss" arises out of the operations contemplated by such contract. The waiver applies only to the person or organization designated in such contract.



WORKERS COMPENSATION AND EMPLOYERS LIABILITY POLICY

ENDORSEMENT WC 99 03 76 (A) - 001

POLICY NUMBER: XJUB-3679T13

WAIVER OF OUR RIGHT TO RECOVER FROM OTHERS ENDORSEMENT - CALIFORNIA (BLANKET WAIVER)

We have the right to recover our payments from anyone liable for an injury covered by this policy. We will not enforce our right against the person or organization named in the Schedule.

The additional premium for this endorsement shall be 3.00 % of the California workers' compensation premium.

Schedule

Person or Organization

Job Description

ANY PERSON OR ORGANIZATION FOR WHICH THE INSURED HAS AGREED BY WRITTEN CONTRACT EXECUTED PRIOR TO LOSS TO FURNISH THIS WAIVER.

This endorsement changes the policy to which it is attached and is effective on the date issued unless otherwise stated.

(The information below is required only when this endorsement is issued subsequent to preparation of the policy.)

Endorsement Effective Insured

Policy No.

Endorsement No. Premium

Insurance Company

Countersigned by _____



Placentia City Council

AGENDA REPORT

TO: CITY COUNCIL

VIA: CITY ADMINISTRATOR

FROM: ADMINISTRATIVE SERVICES

DATE: APRIL 3, 2018

SUBJECT: **AGREEMENT WITH THE ORANGE COUNTY SHERIFF'S DEPARTMENT TO RECEIVE FEDERAL EMERGENCY MANAGEMENT PERFORMANCE GRANT (EMPG) FUND REIMBURSEMENT FOR COMPLETION OF THE EMERGENCY OPERATIONS CENTER**

FISCAL
IMPACT: EXPENSE: \$14,914 PROJECT COST
REVENUE: \$ 7,457 MISCELLANEOUS GRANT SPECIAL REVENUE FUND
\$ 7,457 GENERAL FUND

SUMMARY:

The City of Placentia regularly applies for Eligible Grants from the Federal Department of Homeland Security, Federal Emergency Management Agency (FEMA), which are administered by the State of California Governor's Office of Emergency Services (CalOES), including but not limited to the Emergency Management Performance Grant (EMPG).

The Orange County Sheriff's Department, as the coordinating agency of emergency management for Orange County, has received Federal Emergency Management Performance Grant funds. CalOES requires that the City maintain an agent resolution to apply and obtain said eligible grants. It also requires that the City submit written authorization from the City Council providing specific standard assurances that the City Council, on behalf of the City, agrees to provide all matching funds required for the the project specified in the grant application. In 2017 the City renovated the Emergency Operations Center (EOC) in City Hall. This action will authorize the receipt of EMPG funds in order for the City to purchase additional docking stations in the EOC.

RECOMMENDATION:

It is recommended that the City Council take the following action:

1. Adopt Resolution No. R-2018-XX, A Resolution of the City Council of the City of Placentia, California, Authorizing persons holding certain designated position to execute Emergency Management and Homeland Security Grant documents for and on behalf of the City of Placentia for the purpose of obtaining certain Federal Financial Assistance and/or State Financial Assistance; and

1.e.
April 3, 2018

2. Approve the Agreement to Transfer Funds for 2017 Emergency Management Performance Grant Program; and
3. Approve Resolution No. R-2018-XX, A Resolution of the City Council of the City of Placentia, California authorizing a budget amendment in Fiscal Year 2017-18 in compliance with City Charter of the City of Placentia §§1206 and 1209 pertaining to appropriations for actual expenditures; and
4. Authorize the City Administrator and/or his designee to execute the necessary documents, in a form approved by the City Attorney.

DISCUSSION

The City of Placentia regularly applies for Eligible Grants from the Federal Department of Homeland Security, Federal Emergency Management Agency (FEMA), which are administered by the State of California Governor's Office of Emergency Services (CalOES), including but not limited to the Emergency Management Performance Grant (EMPG). In 2017 the City renovated the Emergency Operations Center (EOC) and has outfitted the EOC with 19 workstations, data ports, flat panel televisions to allow the space to be utilized as the City's EOC as well as a training and conference room for all City departments.

Under the terms of the grant, the City will purchase \$14,914 of costs related to emergency planning and management. The City will use EMPG grant funds along with the City's matching fund to allow additional purchases of equipment so the EOC can accommodate an additional 7 workstations increasing the total EOC workstations to 26.

FISCAL IMPACT

The proposed resolution amending the Fiscal Year 2017-18 budget is presented for City Council consideration to receive \$7,457 EMPG Grant Funds as well as reallocate \$7,457 of budgeted General Fund IT Budget monies to meet the local required match towards the cost of this project.

Prepared by:



Rosanna Ramirez
Acting Director of Administrative Services/
Chief Deputy City Clerk

Reviewed and approved:



Henry Chao
Senior Accountant II

Reviewed and approved:



Damien R. Arrula
City Administrator

Attachments:

1. Resolution R-2018-XX
2. California Governor's Office of Emergency Services Grant Subaward Application
3. Agreement to Transfer Funds for 2017 Emergency Management Performance Grant Program
4. Resolution R-2018-XX Budget Amendment

RESOLUTION NO. R-2018-XX

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF PLACENTIA, CALIFORNIA, AUTHORIZING PERSONS HOLDING CERTAIN DESIGNATED POSITON TO EXECUTE EMERGENCY MANAGEMENT AND HOMELAND SECURING GRANT DOCUMENTS FOR AND ON BEHALF OF THE CITY OF PLACENTIA FOR THE PURPOSE OF OBTAINING CERTAIN FEDERAL FINANCIAL ASSISTANCE AND/OR STATE FINANCIAL ASSISTANCE

A. Recitals

(i) WHEREAS, the City of Placentia (the "City") regularly applies for Emergency Management and Department of Homeland Security Grants (hereinafter collectively referred to as "Eligible Grants") from the Federal Department of Homeland Security, Federal Emergency Management Agency ("FEMA"), which are administered by the State of California Governor's Office of Emergency Services ("Cal OES"), including but not limited to the Emergency Management Performance Grant (EMPG), Urban Area Security Initiative (UASI) and State Homeland Security Grant Program (SHSGP) grants; and

(ii). WHEREAS, as part of such applications for Eligible Grants, Cal OES requires that the City submit written authorization from the City Council providing specific standard assurances that the City Council, on behalf of the City, agrees:

- (a) to provide all matching funds required for the project specified in the grant application and that any cash match will be appropriated as required,
- (b) that any liability arising out of the performance of the grant agreement shall be the responsibility of the City,
- (c) that the grant funds shall not be used to supplant expenditures controlled by the City Council, and
- (d) that the City official executing the grant agreement is authorized to do so (collectively, the "Standard Grant Assurances").

B. Resolution

NOW, THEREFORE, THE CITY COUNCIL OF THE CITY OF PLACENTIA DOES HEREBY FIND, DETERMINE AND RESOLVE AS FOLLOWS:

1. The following City officials are the City's agents for purposes of applying and obtaining Eligible Grants, executing grant agreements and other required documents,

and taking any actions necessary to implement such grant agreements and other required documents:

City Manager, Acting Director of Administrative Services, and Chief of Police.

APPROVED and ADOPTED this 3rd day of April 2018.

Chad P. Wanke, Mayor

ATTEST:

Patrick J. Melia, City Clerk

STATE OF CALIFORNIA
COUNTY OF ORANGE

I, Patrick J. Melia, City Clerk of the City of Placentia Do Hereby certify that the foregoing Resolution was adopted at a regular meeting of the City Council held on the 3rd day of April 2018 by the following vote:

AYES:	Councilmembers:
NOES:	Councilmembers:
ABSENT:	Councilmembers:
ABSTAIN:	Councilmembers:

Patrick J. Melia, City Clerk

APPROVED AS TO FORM:

Christian L. Bettenhausen, City Attorney

(Cal OES Use Only)

Cal OES #	FIPS #	VS#	Subaward #
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CALIFORNIA GOVERNOR'S OFFICE OF EMERGENCY SERVICES GRANT SUBAWARD FACE SHEET

The California Governor's Office of Emergency Services (Cal OES) hereby makes a Grant Subaward of funds to the following:

1. Subrecipient: County of Orange 1a. DUNS#: _____
2. Implementing Agency: City of Placentia 2a. DUNS#: _____
3. Implementing Agency Address: 401 E. Chapman Ave. Placentia 92870-6006
Street City Zip+4
4. Location of Project: Placentia Orange 92870-6006
City County Zip+4
5. Disaster/Program Title: Emergency Management Performance Grant 6. Performance Period: 07/01/17 to 06/30/18
7. Indirect Cost Rate: N/A; 10% de Minimis; Federally Approved ICR; _____

Grant Year	Fund Source	A. State	B. Federal	C. Total	D. Cash Match	E. In-Kind Match	F. Total Match	G. Total Project Cost
2017	8. EMPG		\$7,457		\$7,457		\$7,457	\$14,914
Select	9. Select							
Select	10. Select							
Select	11. Select							
	12. TOTALS		\$7,457	\$7,457	\$7,457		\$7,457	120. Total Project Cost: \$14,914

13. **Certification** - This Grant Subaward consists of this title page, the application for the grant, which is attached and made a part hereof, and the Assurances/Certifications. I hereby certify I am vested with the authority to enter into this Grant Subaward, and have the approval of the City/County Financial Officer, City Manager, County Administrator, Governing Board Chair, or other Approving Body. The Subrecipient certifies that all funds received pursuant to this agreement will be spent exclusively on the purposes specified in the Grant Subaward. The Subrecipient accepts this Grant Subaward and agrees to administer the grant project in accordance with the Grant Subaward as well as all applicable state and federal laws, audit requirements, federal program guidelines, and Cal OES policy and program guidance. The Subrecipient further agrees that the allocation of funds may be contingent on the enactment of the State Budget.

14. **CA Public Records Act** - Grant applications are subject to the California Public Records Act, Government Code section 6250 et seq. Do not put any personally identifiable information or private information on this application. If you believe that any of the information you are putting on this application is exempt from the Public Records Act, please attach a statement that indicates what portions of the application and the basis for the exemption. Your statement that the information is not subject to the Public Records Act will not guarantee that the information will not be disclosed.

I believe there is information in the application that is exempt from the Public Records Act and have attached a document to support it.
 (Initials) _____

15. Official Authorized to Sign for Subrecipient: _____ 16. Federal Employer ID Number: _____
- Name: _____ Title: _____
- Telephone: _____ (area code) FAX: _____ (area code) Email: _____
- Payment Mailing Address: _____ City: _____ Zip+ 4: _____
- Signature: _____ Date: _____

(FOR Cal OES USE ONLY)

I hereby certify upon my personal knowledge that budgeted funds are available for the period and purposes of this expenditure stated above.

Cal OES Fiscal Officer _____	Date _____	Cal OES Director (or designee) _____	Date _____
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1
2 **AGREEMENT TO TRANSFER FUNDS**
3 **FOR 2017 EMERGENCY MANAGEMENT PERFORMANCE GRANT PROGRAM**
4

5 **THIS AGREEMENT** is entered into this _____ day of _____, 20____, which date is
6 enumerated for purposes of reference only, by and between the COUNTY OF ORANGE, a political
7 subdivision of the State of California, hereinafter referred to as "COUNTY," and
8 _____, a municipal corporation, hereinafter referred to as
9 "SUBRECIPIENT."

10 **WHEREAS**, COUNTY, acting through its Sheriff-Coroner Department, hereinafter referred to
11 as SHERIFF, in its capacity as the lead agency for the Operational Area, has applied for, received and
12 accepted the Emergency Management Performance Grant (hereinafter referred to as "the grant") from
13 the California Office of Emergency Services ("CalOES").

14 **WHEREAS**, the purpose of the grant is to support comprehensive emergency management at
15 the state, tribal and local levels and to encourage the improvement of prevention, protection, mitigation,
16 response and recovery capabilities for all hazards, as set forth in Attachment A hereto (FY2017
17 Emergency Management Performance Grants [EMPG] Notice of Funding Opportunity [NOFO]), which
18 is attached hereto and incorporated herein by reference.

19 **NOW, THEREFORE, IT IS MUTUALLY AGREED AS FOLLOWS:**

20 1. COUNTY shall transfer to SUBRECIPIENT grant funds, in arrears, as necessary to
21 reimburse SUBRECIPIENT for reasonable and permissible expenditures for the grant purposes. In
22 order to obtain grant funds, SUBRECIPIENT shall comply with the instructions and submit to SHERIFF
23 all required information and documentation, as set forth in Attachment B (EMPG City Financial
24 Management Forms Workbook), which is attached hereto and incorporated herein by reference.

25 2. Throughout their useful life, grant property and equipment shall be used by
26 SUBRECIPIENT only for grant purposes in accordance with Attachment A hereto.

27 3. SUBRECIPIENT shall exercise due care to preserve and safeguard grant property and
28 equipment from damage or destruction and shall provide regular maintenance and such repairs for grant

1 property and equipment as are necessary, in order to keep said grant property and equipment
2 continually in good working order.

3 4. If grant property or equipment becomes obsolete, SUBRECIPIENT shall dispose of it
4 only in accordance with the instructions of COUNTY or the agency from which COUNTY received the
5 grant funds.

6 5. SUBRECIPIENT shall submit to the COUNTY grant program reporting documents and
7 information in accordance with requirements set out in the Attachment C (Emergency Management
8 Performance Grant Program: California Supplement to the Federal Program Funding Opportunity
9 Announcement; or, The State Guidance), which is attached hereto and incorporated herein by reference.

10 6. By executing this Agreement, SUBRECIPIENT agrees to comply with and be fully
11 bound by this Agreement and all applicable provisions of Attachments A, B, C, and D (Standard
12 Assurances for all CalOES Federal Grant Programs) hereto. SUBRECIPIENT shall notify COUNTY
13 immediately upon discovery that it has not abided or no longer will abide by any applicable provision of
14 this Agreement or Attachments A, B, C, or D hereto.

15 7. SUBRECIPIENT agrees to indemnify, defend and save harmless COUNTY and the
16 agency from which COUNTY received grant funds, and their elected and appointed officials, officers,
17 agents and employees from any and all claims and losses accruing or resulting to any and all contractors,
18 subcontractors, laborers, and any other person, firm or corporation furnishing or supplying work,
19 services, materials or supplies in connection with SUBRECIPIENT's performance of this Agreement,
20 including Attachments A, B, C, and D hereto, and from any and all claims and losses accruing or
21 resulting to any person, firm, or corporation who may be injured or damaged by SUBRECIPIENT in the
22 performance of this Agreement, including Attachments A, B, C, and D hereto.

23 8. No alteration or variation of the terms of this Agreement shall be valid unless made in
24 writing and signed by duly authorized representatives of the parties hereto, and no oral understanding or
25 agreement not incorporated herein shall be binding on any of the parties hereto.

26 9. SUBRECIPIENT may not assign this Agreement in whole or in part without the express
27 written consent of COUNTY.

1 10. SUBRECIPIENT shall provide to COUNTY all records and information requested by
2 COUNTY for inclusion in quarterly reports and such other reports or records as COUNTY may be
3 required to provide to the agency from which COUNTY received grant funds or other persons or
4 agencies.

5 11. For a period of three years after the final Federal Financial Report hereunder or until all
6 claims related to this Agreement are finally settled, whichever is later, SUBRECIPIENT shall preserve
7 and maintain all documents, papers and records relevant to the work performed or property or equipment
8 acquired in accordance with this Agreement, including Attachments A, B, C, and D hereto. For the
9 same time period, SUBRECIPIENT shall make said documents, papers and records available to
10 COUNTY and the agency from which COUNTY received the grant funds or their duly authorized
11 representative(s), for examination, copying, or mechanical reproduction on or off the premises of
12 SUBRECIPIENT, upon request, during usual working hours.

13 12. SUBRECIPIENT and COUNTY shall be subject to examination and audit by the State
14 Auditor General with respect to this Agreement for a period of three years after the final Federal
15 Financial Report hereunder.

16 13. COUNTY may terminate this Agreement and be relieved of the payment of any
17 consideration to SUBRECIPIENT if a) SUBRECIPIENT fails to perform any of the covenants
18 contained in this Agreement, including the applicable terms of Attachments A, B, C, and D hereto, at the
19 time and in the manner herein provided, or b) COUNTY loses funding under the grant. In the event of
20 termination, COUNTY may proceed with the work in any manner deemed proper by COUNTY.

21 14. SUBRECIPIENT and its agents and employees shall act in an independent capacity in
22 the performance of this Agreement, including Attachments A, B, C, and D hereto, and shall not be
23 considered officers, agents or employees of COUNTY or SHERIFF or of the agency from which
24 COUNTY received grant funds.

25 15. By signing this Agreement, SUBRECEIPIENT understands and agrees that:

- 26 a. Failure to follow grant guidance, including those detailed below, will result in
27 ineligibility for any reimbursement under the FY17 EMPG:

- b. A SUBRECIPIENT representative must attend half of the Orange County Emergency Managers Organization meetings held from July 1, 2017 through June 30, 2018;
- c. SUBRECIPIENT must maintain National Incident Management System (NIMS) compliance;
- d. For any personnel whose salary is charged to the grant, that specific individual must meet the training and exercise requirements set forth in the grant guidance; and
- e. Only those expenditures specifically detailed in the Financial Management Forms Workbook are approved for funding; any changes must be pre-approved by the California Office of Emergency Services.

IN WITNESS WHEREOF, the parties have executed this Agreement in the County of Orange, State of California.

DATED: _____, 20__

COUNTY OF ORANGE, a political subdivision of the State of California

By _____
 Sheriff-Coroner
 "COUNTY"

APPROVED AS TO FORM
 COUNTY COUNSEL

By _____
 Wendy J. Phillips, Senior Deputy

DATED: _____, 20__

SUBRECIPIENT _____

By _____

ATTEST:

 City Clerk

DATED:

**DESIGNATION OF APPLICANT'S AGENT RESOLUTION
Hazard Mitigation Grant Program and Pre-Disaster Mitigation Program**

BE IT RESOLVED BY THE _____ OF THE _____
(Governing Body) (Name of Applicant)

THAT _____, OR
(Title of Authorized Agent)

_____, OR
(Title of Authorized Agent)

(Title of Authorized Agent)

is hereby authorized to execute for and on behalf of the _____, a public entity
(Name of Applicant)

established under the laws of the State of California, this application and to file it with the California Governor's Office of Emergency Service for the purpose of obtaining certain federal financial assistance under Public Law 93-288 as amended by the Robert T. Stafford Disaster Relief and Emergency Assistance Act of 1988, and/or state financial assistance under the California Disaster Assistance Act.

THAT the _____, a public entity established under the laws of the State of California,
(Name of Applicant)

hereby authorizes its agent(s) to provide to the California Governor's Office of Emergency Service for all matters pertaining to such state disaster assistance the assurances and agreements required.

Please check the appropriate box below:

This is a universal resolution and is effective for all open and futures Disasters/Grants up to three (3) years following the date of approval below.

This is a Disaster/Grant specific resolution and is effective for only Disaster/Grant name/number(s) _____

Passed and approved this _____ day of _____, 20____

(Name and Title of Governing Body Representative)

(Name and Title of Governing Body Representative)

(Name and Title of Governing Body Representative)

CERTIFICATION

I, _____, duly appointed and _____ of
(Name) (Title)

_____, do hereby certify that the above is a true and correct copy of a
(Name of Applicant)

Resolution passed and approved by the _____ of the _____
(Governing Body) (Name of Applicant)

on the _____ day of _____, 20____.

(Signature)

(Title)



Standard Assurances For All Cal OES Federal Grant Programs

As the duly authorized representative of the Applicant, I hereby certify that the Applicant has the legal authority to apply for federal assistance and the institutional, managerial and financial capability (including funds sufficient to pay any non-federal share of project cost) to ensure proper planning, management, and completion of the project described in this application, within prescribed timelines.

I further acknowledge that the Applicant is responsible for reviewing and adhering to all requirements within the:

- (a) Applicable Federal Regulations (see below);
- (b) Federal Program Notice of Funding Opportunity (NOFO);
- (c) California Supplement to the NOFO; and
- (d) Federal and State Grant Program Guidelines.

Federal Regulations

Government cost principles, uniform administrative requirements, and audit requirements for federal grant programs are set forth in Title 2, Part 200 of the Code of Federal Regulations (C.F.R.). Updates are issued by the Office of Management and Budget (OMB) and can be found at <http://www.whitehouse.gov/omb/>.

Significant state and federal grant award requirements (some of which appear in the documents listed above) are set forth below. The Applicant hereby agrees to comply with the following:

1. Proof of Authority

The Applicant will obtain written authorization from the city council, governing board, or authorized body in support of this project. This written authorization must specify that the Applicant and the city council, governing board, or authorized body agree:

- (a) To provide all matching funds required for the grant project and that any cash match will be appropriated as required;
- (b) Any liability arising out of the performance of this agreement shall be the responsibility of the Applicant and the city council, governing board, or authorized body;
- (c) Grant funds shall not be used to supplant expenditures controlled by the city council, governing board, or authorized body, and
- (d) The official executing this agreement is, in fact, authorized to do so.

This Proof of Authority must be maintained on file and readily available upon request.

2. Period of Performance

The Applicant will initiate work after approval of the award and complete all work within the period of performance specified in the grant.

3. Lobbying and Political Activities

As required by Section 1352, Title 31 of the United States Code (U.S.C.), for persons entering into a contract, grant, loan, or cooperative agreement from an agency or requests or receives from an agency a commitment providing for the United States to insure or guarantee a loan, the Applicant certifies that:

- (a) No federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of an agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any federal grant, the making of any federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any federal contract, grant, loan, or cooperative agreement.
- (b) If any funds other than federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying", in accordance with its instructions.
- (c) The undersigned shall require that the language of this certification be included in the award documents for all subawards at all tiers (including subcontracts, subgrants, and contracts under grants, loans, and cooperative agreements) and that all subrecipients shall certify and disclose accordingly.

The Applicant will also comply with provisions of the Hatch Act (5 U.S.C. §§ 1501-1508 and §§ 7324-7328) which limit the political activities of employees whose principal employment activities are funded in whole or in part with federal funds.

Finally, the Applicant agrees that federal funds will not be used, directly or indirectly, to support the enactment, repeal, modification or adoption of any law, regulation or policy without the express written approval from the California Governor's Office of Emergency Services (Cal OES) or the federal awarding agency.

4. Debarment and Suspension

As required by Executive Orders 12549 and 12689, and 2 C.F.R. § 200.212 and codified in 2 C.F.R. Part 180, Debarment and Suspension, the Applicant will provide protection against waste, fraud, and abuse by debarring or suspending those persons deemed irresponsible in their dealings with the federal government. The Applicant certifies that it and its principals, subgrantees, recipients or subrecipients:

- (a) Are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions by any federal department or agency;
- (b) Have not within a three-year period preceding this application been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (federal, state, or local) transaction or contract under a public transaction; violation of federal or state antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property;
- (c) Are not presently indicted for or otherwise criminally or civilly charged by a governmental entity (federal, state, or local) with commission of any of the offenses enumerated in paragraph (2)(b) of this certification; and
- (d) Have not within a three-year period preceding this application had one or more public transaction (federal, state, or local) terminated for cause or default.

Where the Applicant is unable to certify to any of the statements in this certification, he or she shall attach an explanation to this application.

5. Non-Discrimination and Equal Employment Opportunity

The Applicant will comply with all federal statutes relating to non-discrimination. These include, but are not limited to, the following:

- (a) Title VI of the Civil Rights Act of 1964 (Public Law (P.L.) 88-352 and 42 U.S.C. § 2000d et seq.) which prohibits discrimination on the basis of race, color, or national origin and requires that recipients of federal financial assistance take reasonable steps to provide meaningful access to persons with limited English proficiency (LEP) to their programs and services;
- (b) Title IX of the Education Amendments of 1972, (20 U.S.C. §§ 1681-1683, and 1685-1686), which prohibits discrimination on the basis of sex in any federally funded educational program or activity;
- (c) Section 504 of the Rehabilitation Act of 1973, (29 U.S.C. § 794), which prohibits discrimination against those with disabilities or access and functional needs;
- (d) Americans with Disabilities Act (ADA) of 1990, which prohibits discrimination on the basis of disability and requires buildings and structures be accessible to those with disabilities and access and functional needs (42 U.S.C. §§ 12101-12213);
- (e) Age Discrimination Act of 1975, (42 U.S.C. §§ 6101-6107), which prohibits discrimination on the basis of age;
- (f) Public Health Service Act of 1912 (42 U.S.C. §§ 290 dd—2), relating to confidentiality of patient records regarding substance abuse treatment;
- (g) Title VIII of the Civil Rights Act of 1968 (42 U.S.C. § 3601 et seq.), relating to nondiscrimination in the sale, rental or financing of housing as implemented by the Department of Housing and Urban Development at 24 C.F.R. Part 100. The prohibition on disability discrimination includes the requirement that new multifamily housing with four or more dwelling units—i.e., the public and common use areas and individual apartment units

- (all units in buildings with elevators and ground-floor units in buildings without elevators)—be designed and constructed with certain accessible features (See 24 C.F.R. § 100.201);
- (h) Executive Order 11246, which prohibits federal contractors and federally assisted construction contractors and subcontractors, who do over \$10,000 in Government business in one year from discriminating in employment decisions on the basis of race, color, religion, sex, sexual orientation, gender identification or national origin;
 - (i) Executive Order 11375, which bans discrimination on the basis of race, color, religion, sex, sexual orientation, gender identification, or national origin in hiring and employment in both the United States federal workforce and on the part of government contractors;
 - (j) California Public Contract Code § 10295.3, which prohibits discrimination based on domestic partnerships and those in same sex marriages;
 - (k) DHS policy to ensure the equal treatment of faith-based organizations, under which all applicants and recipients must comply with equal treatment policies and requirements contained in 6 C.F.R. Part 19;
 - (l) Any other nondiscrimination provisions in the specific statute(s) under which application for federal assistance is being made; and
 - (m) The requirements of any other nondiscrimination statute(s) which may apply to the application.

In addition to the items listed in (a) through (m), the Applicant will comply with California's Fair Employment and Housing Act (FEHA). FEHA prohibits harassment and discrimination in employment because of ancestry, familial status, race, color, religious creed (including religious dress and grooming practices), sex (which includes pregnancy, childbirth, breastfeeding and medical conditions related to pregnancy, childbirth or breastfeeding), gender, gender identity, gender expression, sexual orientation, marital status, national origin, ancestry, mental and physical disability, genetic information, medical condition, age, pregnancy, denial of medical and family care leave, or pregnancy disability leave (California Government Code §§12940, 12945, 12945.2), military and veteran status, and/or retaliation for protesting illegal discrimination related to one of these categories, or for reporting patient abuse in tax supported institutions.

6. Drug-Free Workplace

As required by the Drug-Free Workplace Act of 1988 (41 U.S.C. § 701 et seq.), the Applicant certifies that it will maintain a drug-free workplace and a drug-free awareness program as outlined in the Act.

7. Environmental Standards

The Applicant will comply with state and federal environmental standards, which may be prescribed pursuant to the following, as applicable:

- (a) California Environmental Quality Act (CEQA) (California Public Resources Code §§ 21000-21177), to include coordination with the city or county planning agency;
- (b) CEQA Guidelines (California Code of Regulations, Title 14, Division 6, Chapter 3, §§ 15000-15387);

- (c) Federal Clean Water Act (CWA) (33 U.S.C. § 1251 et seq.), which establishes the basic structure for regulating discharges of pollutants into the waters of the United States and regulating quality standards for surface waters;
- (d) Federal Clean Air Act of 1955 (42 U.S.C. § 7401) which regulates air emissions from stationary and mobile sources;
- (e) Institution of environmental quality control measures under the National Environmental Policy Act (NEPA) of 1969 (P.L. 91-190); the Council on Environmental Quality Regulations for Implementing the Procedural Provisions of NEPA; and Executive Order 12898 which focuses on the environmental and human health effects of federal actions on minority and low-income populations with the goal of achieving environmental protection for all communities;
- (f) Evaluation of flood hazards in floodplains in accordance with Executive Order 11988;
- (g) Executive Order 11514 which sets forth national environmental standards;
- (h) Executive Order 11738 instituted to assure that each federal agency empowered to enter into contracts for the procurement of goods, materials, or services and each federal agency empowered to extend federal assistance by way of grant, loan, or contract shall undertake such procurement and assistance activities in a manner that will result in effective enforcement of the Clean Air Act and the Federal Water Pollution Control Act Executive Order 11990 which requires preservation of wetlands;
- (i) The Safe Drinking Water Act of 1974, (P.L. 93-523);
- (j) The Endangered Species Act of 1973, (P.L. 93-205);
- (k) Assurance of project consistency with the approved state management program developed under the Coastal Zone Management Act of 1972 (16 U.S.C. §§1451 et seq.);
- (l) Conformity of Federal Actions to State (Clear Air) Implementation Plans under Section 176(c) of the Clean Air Act of 1955, as amended (42 U.S.C. §§7401 et seq.);
- (m) Wild and Scenic Rivers Act of 1968 (16 U.S.C. § 1271 et seq.) related to protecting components or potential components of the national wild and scenic rivers system.

The Applicant shall not be: 1) in violation of any order or resolution promulgated by the State Air Resources Board or an air pollution district; 2) subject to a cease and desist order pursuant to § 13301 of the California Water Code for violation of waste discharge requirements or discharge prohibitions; or 3) determined to be in violation of federal law relating to air or water pollution.

8. Audits

For subrecipients expending \$750,000 or more in federal grant funds annually, the Applicant will cause to be performed the required financial and compliance audits in accordance with the Single Audit Act Amendments of 1996 and Title 2 of the Code of Federal Regulations, Part 200, Subpart F Audit Requirements.

9. Access to Records

In accordance with 2 C.F.R. § 200.336, the Applicant will give the awarding agency, the Comptroller General of the United States and, if appropriate, the state, through any authorized representative, access to and the right to examine all records, books, papers, or documents related to the award.

The Applicant will require any subrecipients, contractors, successors, transferees and assignees to acknowledge and agree to comply with this provision.

10. Conflict of Interest

The Applicant will establish safeguards to prohibit employees from using their positions for a purpose that constitutes or presents the appearance of personal or organizational conflict of interest, or personal gain.

11. Financial Management

False Claims for Payment

The Applicant will comply with 31 U.S.C §§ 3729-3733 which sets forth that no subgrantee, recipient, or subrecipient shall submit a false claim for payment, reimbursement or advance.

12. Reporting - Accountability

The Applicant agrees to comply with applicable provisions of the Federal Funding Accountability and Transparency Act (FFATA) (P.L. 109-282), specifically (a) the reporting of subawards obligating \$25,000 or more in federal funds and (b) executive compensation data for first-tier subawards. This includes the provisions of FFATA, which includes requirements for executive compensation, and also requirements implementing the Act for the non-federal entity at 2 C.F.R. Part 25 Financial Assistance Use of Universal Identifier and Central Contractor Registration and 2 C.F.R. Part 170 Reporting Subaward and Executive Compensation Information.

13. Whistleblower Protections

The Applicant also must comply with statutory requirements for whistleblower protections at 10 U.S.C. § 2409, 41 U.S.C. § 4712, and 10 U.S.C. § 2324, 41 U.S.C. § 4304 and § 4310.

14. Human Trafficking

The Applicant will comply with the requirements of Section 106(g) of the Trafficking Victims Protection Act of 2000, as amended (22 U.S.C. § 7104) which prohibits grant award recipients or a subrecipient from: (1) engaging in trafficking in persons during the period of time that the award is in effect; (2) procuring a commercial sex act during the period of time that the award is in effect; or (3) using forced labor in the performance of the award or subawards under the award.

15. Labor Standards

The Applicant will comply with the following federal labor standards:

- (a) The Davis-Bacon Act (40 U.S.C. §§ 276a to 276a-7), as applicable, and the Copeland Act (40 U.S.C. § 3145 and 18 U.S.C. § 874) and the Contract Work Hours and Safety Standards Act (40 U.S.C. §§ 327-333), regarding labor standards for federally-assisted construction contracts or subcontracts, and
- (b) The Federal Fair Labor Standards Act (29 U.S.C. § 201 et al.) as they apply to employees of institutes of higher learning (IHE), hospitals and other non-profit organizations.

16. Worker's Compensation

The Applicant must comply with provisions which require every employer to be insured to protect workers who may be injured on the job at all times during the performance of the work of this Agreement, as per the workers compensation laws set forth in California Labor Code §§ 3700 et seq.

17. Property-Related

If applicable to the type of project funded by this federal award, the Applicant will:

- (a) Comply with the requirements of Titles II and III of the Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970 (P.L. 91-646) which provide for fair and equitable treatment of persons displaced or whose property is acquired as a result of federal or federally-assisted programs. These requirements apply to all interests in real property acquired for project purposes regardless of federal participation in purchase;
- (b) Comply with flood insurance purchase requirements of Section 102(a) of the Flood Disaster Protection Act of 1973 (P.L. 93-234) which requires subrecipients in a special flood hazard area to participate in the program and to purchase flood insurance if the total cost of insurable construction and acquisition is \$10,000 or more;
- (c) Assist the awarding agency in assuring compliance with Section 106 of the National Historic Preservation Act of 1966, as amended (16 U.S.C. § 470), Executive Order 11593 (identification and protection of historic properties), and the Archaeological and Historic Preservation Act of 1974 (16 U.S.C. §469a-1 et seq.); and
- (d) Comply with the Lead-Based Paint Poisoning Prevention Act (42 U.S.C. § 4831 and 24 CFR Part 35) which prohibits the use of lead-based paint in construction or rehabilitation of residence structures.

18. Certifications Applicable Only to Federally-Funded Construction Projects

For all construction projects, the Applicant will:

- (a) Not dispose of, modify the use of, or change the terms of the real property title or other interest in the site and facilities without permission and instructions from the awarding agency. Will record the federal awarding agency directives and will include a covenant in the title of real property acquired in whole or in part with federal assistance funds to assure nondiscrimination during the useful life of the project;
- (b) Comply with the requirements of the awarding agency with regard to the drafting, review and approval of construction plans and specifications; and
- (c) Provide and maintain competent and adequate engineering supervision at the construction site to ensure that the complete work conforms with the approved plans and specifications and will furnish progressive reports and such other information as may be required by the assistance awarding agency or State.

19. Use of Cellular Device While Driving is Prohibited

Applicants are required to comply with California Vehicle Code sections 23123 and 23123.5. These laws prohibit driving motor vehicle while using an electronic wireless communications device to

write, send, or read a text-based communication. Drivers are also prohibited from the use of a wireless telephone without hands-free listening and talking, unless to make an emergency call to 911, law enforcement, or similar services.

20. California Public Records Act and Freedom of Information Act

The Applicant acknowledges that all information submitted in the course of applying for funding under this program, or provided in the course of an entity's grant management activities that are under Federal control, is subject to the Freedom of Information Act (FOIA), 5 U.S.C. § 552, and the California Public Records Act, California Government Code section 6250 et seq. The Applicant should consider these laws and consult its own State and local laws and regulations regarding the release of information when reporting sensitive matters in the grant application, needs assessment, and strategic planning process.

EMERGENCY MANAGEMENT PERFORMANCE GRANT PROGRAM - PROGRAM SPECIFIC ASSURANCES / CERTIFICATIONS

21. Reporting Accusations and Findings of Discrimination

If during the past three years the recipient has been accused of discrimination on any basis the recipient must provide a list of all such proceedings, pending or completed, including outcome and copies of settlement agreements to the DHS Financial Assistance Office and the DHS Office for Civil Rights and Civil Liberties (CRCL) by e-mail at CRCL@hq.dhs.gov or by mail at U.S. Department of Homeland Security, Office for Civil Rights and Civil Liberties, Building 410, Mail Stop #0190, Washington, D.C. 20528.

In the courts or administrative agencies make a finding of discrimination on grounds of race, color, national origin (including LEP), sex, age, disability, religion, or familial status against the recipient, or the recipients settle a case or matter alleging such discrimination, recipients must forward a copy of the complaint and findings to the DHS Financial Assistance Office and the CRCL by e-mail or mail at the addresses listed above.

The United States has the right to seek judicial enforcement of these obligations.

22. Acknowledgment of Federal Funding from DHS

All recipients must acknowledge their use of federal funding when issuing statements, press releases, requests for proposals, bid invitations, and other documents describing projects or programs funded in whole or in part with federal funds.

23. Activities Conducted Abroad

All recipients must ensure that project activities carried on outside the United States are coordinated as necessary with appropriate government authorities and that appropriate licenses, permits, or approvals are obtained.

24. Best Practices for Collection and Use of Personally Identifiable Information (PII)

DHS defines personally identifiable information (PII) as any information that permits the identity of an individual to be directly or indirectly inferred, including any information that is linked or linkable to that individual. All recipients who collect PII are required to have a publically-available privacy policy that describes standards on the usage and maintenance of PII they collect. Recipients may also find the DHS Privacy Impact Assessments: Privacy Guidance and Privacy template a useful resource respectively.

25. Copyright

All recipients must affix the applicable copyright notices of 17 U.S.C. §§ 401 or 402 and an acknowledgement of U.S. Government sponsorship (including the award number) to any work first produced under federal financial assistance awards.

26. Duplication of Benefits

Any cost allocable to a particular federal financial assistance award provided for in 2 C.F.R. Part 200, Subpart E may not be charged to other federal financial assistance awards to overcome fund deficiencies, to avoid restrictions imposed by federal statutes, regulations, or federal financial assistance award terms and conditions, or for other reasons. However, these prohibitions would not preclude recipients from shifting costs that are allowable under two or more awards in accordance with existing federal statutes, regulations, or the federal financial assistance award terms and conditions.

27. Energy Policy and Conservation Act

All recipients must comply with the requirements of 42 U.S.C. § 6201 which contain policies relating to energy efficiency that are defined in the state energy conservation plan issued in compliance with this Act.

28. Federal Debt Status

All recipients are required to be non-delinquent in their repayment of any federal debt. Examples of relevant debt include delinquent payroll and other taxes, audit disallowances, and benefit overpayments. See OMB Circular A-129.

29. Fly America Act of 1974

All recipients must comply with Preference for U.S. Flag Air Carriers: (air carriers holding certificates under 49 U.S.C. § 41102) for international air transportation of people and property to the extent that such service is available, in accordance with the International Air Transportation Fair Competitive Practices Act of 1974 (49 U.S.C. § 40118) and the interpretative guidelines issued by the Comptroller General of the United States in the March 31, 1981, amendment to Comptroller General Decision B-138942.

30. Hotel and Motel Fire Safety Act of 1990

In accordance with Section 6 of the Hotel and Motel Fire Safety Act of 1990, all Applicants must ensure that all conference, meeting, convention, or training space funded in whole or in part with federal funds complies with the fire prevention and control guidelines of the Federal Fire Prevention and Control Act of 1974, as amended, 15 U.S.C. § 2225a.

31. Non-supplanting Requirement

All recipients who receive federal financial assistance awards made under programs that prohibit supplanting by law must ensure that federal funds do not replace (supplant) funds that have been budgeted for the same purpose through non-federal sources.

32. Patents and Intellectual Property Rights

Unless otherwise provided by law, recipients are subject to the Bayh-Dole Act, Pub. L. No. 96-517, as amended, and codified in 35 U.S.C. § 200 et seq. All recipients are subject to the specific requirements governing the development, reporting, and disposition of rights to inventions and patents resulting from financial assistance awards located at 37 C.F.R. Part 401 and the standard patent rights clause located at 37 C.F.R. § 401.14.

33. SAFECOM

All recipients who receive federal financial assistance awards made under programs that provide emergency communication equipment and its related activities must comply with the SAFECOM Guidance for Emergency Communication Grants, including provisions on technical standards that ensure and enhance interoperable communications.

34. Terrorist Financing

All recipients must comply with Executive Order 13224 and U.S. law that prohibit transactions with, and the provisions of resources and support to, individuals and organizations associated with terrorism. Recipients are legally responsible to ensure compliance with the Order and laws.

35. Reporting of Matters Related to Recipient Integrity and Performance

If the total value of the recipient's currently active grants, cooperative agreements, and procurement contracts from all federal assistance offices exceeds \$10,000,000 for any period of time during the period of performance of this federal financial assistance award, you must comply with the requirements set forth in the government-wide Award Term and Condition for Recipient Integrity and Performance Matters located at 2 C.F.R. Part 200, Appendix XII, the full text of which is incorporated here by reference in the award terms and conditions.

36. USA Patriot Act of 2001

All recipients must comply with requirements of the Uniting and Strengthening America by Providing Appropriate Tools Required to Intercept and Obstruct Terrorism Act (USA PATRIOT Act), which amends 18 U.S.C. §§ 175–175c.

37. Use of DHS Seal, Logo, and Flags

All recipients must obtain permission from their DHS Financial Assistance Office, prior to using the DHS seal(s), logos, crests or reproductions of flags or likenesses of DHS agency officials, including use of the United States Coast Guard seal, logo, crests or reproductions of flags or likenesses of Coast Guard officials.

IMPORTANT

The purpose of the assurance is to obtain federal and state financial assistance, including any and all federal and state grants, loans, reimbursement, contracts, etc. The Applicant recognizes and agrees that state financial assistance will be extended based on the representations made in this assurance. This assurance is binding on the Applicant, its successors, transferees, assignees, etc. Failure to comply with any of the above assurances may result in suspension, termination, or reduction of grant funds.

All appropriate documentation, as outlined above, must be maintained on file by the Applicant and available for Cal OES or public scrutiny upon request. Failure to comply with these requirements may result in suspension of payments under the grant or termination of the grant or both and the subrecipient may be ineligible for award of any future grants if the Cal OES determines that any of the following has occurred: (1) the recipient has made false certification, or (2) violates the certification by failing to carry out the requirements as noted above.

All of the language contained within this document must be included in the award documents for all subawards at all tiers. All recipients are bound by the Department of Homeland Security Standard Terms and Conditions 2017, Version 7.1, hereby incorporated by reference, which can be found at: <https://www.dhs.gov/publication/fy15-dhs-standard-terms-and-conditions>.

The undersigned represents that he/she is authorized to enter into this agreement for and on behalf of the Applicant.

Subrecipient: _____

Signature of Authorized Agent: _____

Printed Name of Authorized Agent: _____

Title: _____ Date: _____

RESOLUTION NO. R-2018-XX

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF PLACENTIA, CALIFORNIA AUTHORIZING A BUDGET AMENDMENT IN FISCAL YEAR 2017-18 IN COMPLIANCE WITH CITY CHARTER OF THE CITY OF PLACENTIA §§ 1206 AND 1209 PERTAINING TO APPROPRIATIONS FOR ACTUAL EXPENDITURES.

A. Recitals.

(i). The adopted budget for the 2017-18 Fiscal Year sets out estimated appropriations for City expenses throughout the year.

(ii). From time to time the adopted budget must be adjusted when precise expenditures are finally determined or when estimated expenditures exceed projected costs allocated.

(iii). City Charter of the City of Placentia § 1206 authorizes the City Council to amend or supplement the budget by motion adopted by the affirmative votes of at least three members so as to authorize the transfer of unused balances appropriated for one purpose to another purpose, or to appropriate available revenues not included in the budget. All other legal prerequisites to the adoption of this Resolution have occurred.

B. Resolution.

NOW, THEREFORE, THE CITY COUNCIL OF THE CITY OF PLACENTIA DOES HEREBY FIND, DETERMINE AND RESOLVE AS FOLLOWS:

1. In all respects as set forth in the Recitals, Part A., of this Resolution.

2. The adopted budget for Fiscal Year 2017-18, Resolution No. R-2017-35, is hereby amended to reflect the following expenditure of funds from the Account specified to the Account specified:

Fund	Description	Department	GL Account	Amount	Type
Misc. Grants Fund	Federal Grants	Administration	500000-4201	7,457.00	Revenue
Misc. Grants Fund	Machinery & Equipment	Administration	501523-6840	7,457.00	Expense

3. The Mayor shall sign this resolution, and the City Clerk shall attest and certify to the passage and adoption thereof.

PASSED, ADOPTED and APPROVED this 3rd day of APRIL 2018.

Chad P. Wanke, Mayor

ATTEST:

Patrick J. Melia, City Clerk

STATE OF CALIFORNIA
COUNTY OF ORANGE

I, Patrick J. Melia, City Clerk of the City of Placentia, do hereby certify that the foregoing resolution was adopted at a regular meeting of the City Council of the City of Placentia held on the 3rd day of April, 2018 by the following vote:

AYES: Councilmembers:
NOES: Councilmembers:
ABSENT: Councilmembers:
ABSTAIN: Councilmembers:

Patrick J. Melia, City Clerk

APPROVED AS TO FORM:

Christian Bettenhausen, City Attorney



Placentia City Council

AGENDA REPORT

TO: CITY COUNCIL

VIA: CITY ADMINISTRATOR

FROM: DIRECTOR OF DEVELOPMENT SERVICES

DATE: APRIL 3, 2018

SUBJECT: **EXCLUSIVE NEGOTIATING AGREEMENT WITH FINE HOSPITALITY GROUP, LLC FOR REAL PROPERTY LOCATED AT 350 AND 380 S. PLACENTIA AVENUE**

FISCAL IMPACT: NONE

SUMMARY:

The City currently owns real property at 350 and 380 S. Placentia Avenue, (Assessor Parcel Numbers 339-443-01/02), (collectively, the "Property"). The Property was acquired by the City for right-of-way needed for the Placentia Avenue Grade Separation Project (the "Project"). These properties were originally purchased utilizing Caltrans restricted funds and eventually paid with a loan from the Orange County Transportation Authority (OCTA). In compliance with OCTA Cooperative Agreements No. C-9-0864 and C-9-0412, upon completion of the Project, the City was required to pay OCTA the full market value of the Property in the amount of One Million Five Hundred and Fifty-Two Thousand Dollars (\$1,552,000).

On May 16, 2017, City Council approved a Professional Services Agreement with Kosmont and Associates, Inc. (Kosmont) to provide Real Estate Advisory Services for the marketing, disposition and sale of the Property. As part of the Real Estate Advisory Services with Kosmont, a comprehensive Request for Qualifications (RFQ) was developed. The RFQ process allowed the City to thoroughly assess the hotel market potential, as well as provide the opportunity to review quality development proposals. On October 25, 2017, the RFP review committee which was comprised of the members of the Housing, Community and Economic Development Ad-Hoc Committee and Staff from the administration, development services and economic development divisions (the "Committee") reviewed the development proposals and made recommendations to enter into a Second Round of the selection process with the top two responsive bidders. The top respondent during this process was Fine Hospitality Group, LLC (FHG). This action approves an Exclusive Negotiating Agreement with FHG.

RECOMMENDATION:

It is recommended that the City Council take the following action:

1. Execute an Exclusive Negotiating Agreement (ENA) with Fine Hospitality Group, LLC for real property located at 350 and 380 S. Placentia Avenue; and

1.f.
April 3, 2018

2. Authorize the City Administrator and/or his designee to execute all necessary documents, in a form approved by the City Attorney.

DISCUSSION:

The City currently owns real property located at 350 and 380 S. Placentia Avenue, (Assessor Parcel Numbers 339-443-01/02), (collectively, the "Property"). The Property was acquired by the City for right-of-way needed for the Placentia Avenue Grade Separation Project (the "Project"). These properties were originally purchased utilizing Caltrans restricted funds and eventually paid with a loan from the Orange County Transportation Authority (OCTA). In compliance with OCTA Cooperative Agreements No. C-9-0864 and C-9-0412, upon completion of the Project, the City was required to pay OCTA the full market value of the Property in the amount of One Million Five Hundred and Fifty-Two Thousand Dollars (\$1,552,000).

On May 16, 2017, the City Council approved a Professional Services Agreement with Kosmont and Associates, Inc. (Kosmont) to provide Real Estate Advisory Services for the marketing, disposition and sale of the Property. As part of the Real Estate Advisory Services with Kosmont, a comprehensive Request for Qualifications (RFQ) was developed. The RFQ process consisted of preparation and dissemination of marketing materials via email distribution and OppSites economic development online platform, attendance at meetings with prospective developers at ICSC Recon conference, as well as review of development proposals and interviews of selected respondents. On October 25, 2017, the RFP review committee which was comprised of the members of the Housing, Community and Economic Development Ad-Hoc Committee and Staff from the administration, development services and economic development divisions (the "Committee") reviewed development proposals from the following three development firms:

- Fine Hospitality Group, LLC
- Sagemont Hotels
- SBP Hospitality, Inc.

After assessing each proposal based on their relevant experience, financial capacity, and preliminary site concept, the Committee made the recommendation to proceed with the top two proposals for Round Two of the selection process. Round Two included an interview and the request of a written submission of a Term Sheet, which included the following:

- Buyer (type of entity)
- Purchase Price
- Deposit Amount
- Financing
- Due Diligence Period
- Contingencies to Close
- Closing Timing
- Conceptual Site Plans
- Initial Assessment of Project Viability
- Expected Obligations of the City (if applicable)

- Development Schedule
- Public Outreach Plan
- Other Relevant Terms

Staff subsequently identified Fine Hospitality Group as the preferred project partner for the proposed hotel project at the Property. Among the strengths that Fine Hospitality Group, LLC was able to articulate during this process included the following:

- Fine Hospitality Group, LLC is a specialty development firm that focuses exclusively on building, operating, and managing hotel projects.
- The Fine Hospitality Group, LLC team has developed, owned, and managed over 25 hotel properties
- Fine Hospitality Group, LLC offers an integrated hotel development, construction, and operating team
- Fine Hospitality Group, LLC currently operates the Quality Inn in the City of Placentia.

Fine Hospitality Group, LLC is proposing to develop a select service hotel (e.g. Fairfield Inn and Suites Marriott). This 5-story hotel will total approximately 56,900 square feet and will maintain a height clearance to under 65-feet as imposed by the newly established Community Commercial Zone (C-2). The hotel proposed features approximately 107 rooms accompanied by 109 parking spaces. Amenities may include a pool, patio, barbecue area, breakfast self-serve, banquette seating, and a fitness center. The hotel will also feature a small meeting room for conferences. Two guest elevators will be placed close to the entrance of the lobby for quick access to guest rooms. An initial estimate of the annual Transient Occupancy Tax (TOT) for this proposed hotel product is approximately \$400,000.

Staff has developed a proposed ENA for City Council consideration. An overview of the key terms included in the agreement with Fine Hospitality Group, LLC includes the following components:

- Establishes an exclusive negotiation period between the City and Fine Hospitality Group, LLC for a period of 90 days.
- Requires Fine Hospitality Group, LLC to deposit an amount equal to \$15,000 with the City for use towards out-of-pocket costs incurred by the City during the negotiation period, including CEQA Peer Review and City Attorney fees associated with the development of the Purchase and Sale Agreement/Development Agreement.
- Requires both the City and Fine Hospitality Group, LLC to engage in good faith negotiations on the terms and conditions under which the Property would be sold to Fine Hospitality Group, LLC for developing the proposed hotel project.
- Fine Hospitality Group, LLC has acknowledged in the ENA that the City requires a minimum purchase price of \$1,552,000.
- Allows for one possible ninety (90) day extension with an additional \$10,000 deposit to be provided by Fine Hospitality Group, LLC.

FISCAL IMPACT:

As part of the proposed ENA, Fine Hospitality Group, LLC would be required to provide the City with an initial deposit of \$15,000, which will be used to pay actual and reasonable costs associated with the negotiation and preparation of a Purchase and Sale Agreement/Development Agreement that are incurred by City during the term of the ENA.

Prepared by:



Jeannette Ortega
Assistant to the City Administrator/
Economic Development Manager

Reviewed and approved:



Joseph M. Lambert
Director of Development Services

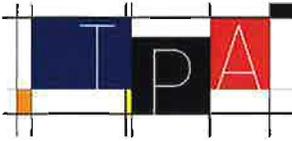
Reviewed and approved:



Damien R. Arrula
City Administrator

Attachments:

1. Letter of Intent by Fine Hospitality Group, LLC
2. Exclusive Negotiating Agreement



110 N Lincoln Ave
Suite 302
Corona, CA 92882
T 951 444 5600
tpagc.com



FINE HOSPITALITY
GROUP

PURCHASE TRANSACTION TERM SHEET

Fine Hospitality Group
Placentia Hotel

Letter of Intent for Land Properties, City of Placentia, County of Orange, CA
APN's 339-441-01 and 339-441-02

Dear City of Placentia,

The following outlines the material terms and conditions under which **Fine Hospitality Group** ("Buyer"), and/or its assignee, may be willing to enter into an Agreement of Purchase and Sale with the **City of Placentia** ("Seller"), for that certain real property referenced above and described herein. The basic deal points for consideration are as follows:

I. Parties:

- a. Buyer: Fine Hospitality Group, LLC and/or its assignee
- b. Seller: City of Placentia

II. The Property

1.789 acres of land in the City of Placentia, California, County of Orange, California
APN # 339-441-01 and 339-441-02

Further details included in the project brochure attachment. (Exhibit A)

III. Purchase Terms

The purchase price for the property shall be One-Million Four-Hundred Thousand Dollars (\$1,400,000). The purchase price shall be paid by Buyer to Seller in cash upon the close of escrow. This price was based on the comparable properties in the area and the existing easement for the billboard on site.

IV. Financing

Please see attachment (Exhibit B)

V. Earnest Money

Concurrent with the placement of the Agreement into Escrow, Buyer will deposit Fifty-Thousand Dollars (\$50,000) of earnest money ("Initial Deposit"). The Initial Deposit and all interest shall be refundable to Buyer if Buyer decides not to proceed with the transaction after completion of the feasibility period set forth below (if any). After 90 days deposit will be increased to \$100,000 and it will become nonrefundable.

VI. Condition of Delivery by Seller

Seller knows of no reason or fact, which would make this property unfeasible or not suitable for Hotel/Motel development.

VII. Feasibility Period

Buyer shall have Ninety (90) days from the execution of the Purchase Agreement to conduct a feasibility analysis ("Feasibility Period"). The Initial Deposit shall remain fully refundable to Buyer throughout the duration of the Feasibility Period.

VIII. Right of Entry

During the escrow period, Buyer will have the right to enter the Property during reasonable business hours for any purpose in connection with purchase of the Property. Buyer will keep the Property free and clear of any mechanic or material men's liens arising out of any such entry and shall provide evidence of insurance as required by Seller.

IX. Close of Escrow

Escrow shall close upon all City/Government approval for the development of Hotel/Motel on the land.

X. Real Property Taxes

Current property taxes will be pro-rated at the close of escrow with Seller and Buyer's accounts being adjusted accordingly. Buyer and Seller to each pay half of the escrow fees. Seller to be responsible for payment of any penalties associated with Williamson Act.

XI. Conditions to Close

Buyer's obligation to proceed to close of escrow is contingent upon the following items:

- a) Condition of Title including approval of any and all easements
- b) Condition of Soils and Phase I Environmental
- c) Governmental Approvals from the County of Orange and/ or the city of Placentia.
- d) On-site and off-site improvements required by all applicable governmental and quasi-governmental agencies (including utility companies), in connection with the development of the Real Property.

XII. Preliminary Development Concept

Please see development concept schedule (Exhibit C)

XIII. Development Schedule

The typical industry standard timetable shall be applied, typically 12-15 months. Specific details are available upon request. (Exhibit D)

XIV. Public Outreach Plan

Please refer to the attached public and community outreach sheet (Exhibit E)

This letter represents an expression of Buyer's interest in the Property. Neither party intends to be bound in connection with the transaction unless and until both parties execute the Agreement.

Sincerely,

BUYER: Fine Hospitality Group



Date: 11-6-17

SELLER: City of Placentia

Exhibit A



FINE HOSPITALITY
GROUP

PLACENTIA HOTEL DEVELOPMENT

380 S PLACENTIA AVE
PLACENTIA, CA 92870

Ken Pansuria

Fine Hospitality Group
640 W. Lambert Rd.
Brea CA 92821

P 714 990 8800 X 101
C 714 931 5836
F 714 990 8848

kenp@finehospitality.com
www.finehospitality.com



PROPERTY INFORMATION

PROJECT ANALYSIS SUMMARY

Property Description

Custom Page

Area Attractions

Area Attractions

Prototype Floor Plans

FAIRFIELDINN infosheet

LOCATION INFORMATION

Regional Map

Location Maps

Aerial Map

FINANCIAL ANALYSIS

Financial Summary

Income & Expenses

SALE COMPARABLES

Land Sale Comps

Sale Comps Map



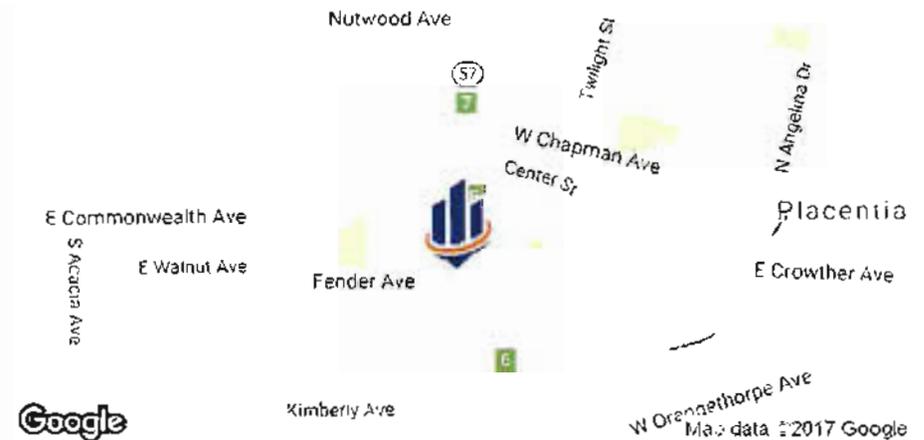


FINE HOSPITALITY
GROUP

1 PROPERTY INFORMATION

380 S Placentia Ave
Placentia, CA 92870

PROJECT ANALYSIS SUMMARY



PROJECT ANALYSIS SUMMARY

Sale Price:	\$15,000,000
Cap Rate:	10.16%
NOI:	\$1,524,356
Lot Size:	1.789 Acres
Year Built:	2019
Building Size:	56,000 SF
Market:	Orange County
Submarket:	Anaheim-Santa Ana
Price / SF:	\$245.00

FAIRFIELD INN & SUITES GENERATION 4

FAIRFIELD INN & SUITES GENERATION 4 - PERSPECTIVES DESIGN AND DÉCOR

Fairfield Inn & Suites guests need to travel with confidence, knowing that their experience will be easy and positive. They want consistency, service, and value, and Fairfield Inn & Suites is evolving to meet these consumer expectations. The Generation 4 design delivers functionality and innovative features that are smart and flexible, and the Perspectives décor warmly welcomes guests into a comfortable, productive, and restful environment.

KEY HIGHLIGHTS OF GENERATION 4

- Perspectives design and décor include:
- Simplified and flexible / scalable building model, easily tailored for different sites and markets
- Updated contemporary exterior with signature tower, curved porte cochere, and specialty lighting
- Enhanced arrival experience
- Indoor / outdoor connection experienced through light, views, and natural materials
- Improved guest room and public space functionality with ample work space, purposeful storage, and flexible seating
- Bright and welcoming décor, accentuated with pops of color and unique focal features

Property Description



PROPERTY OVERVIEW

FAIRFIELD INN & SUITES GENERATION 4 - PERSPECTIVES DESIGN AND DÉCOR

Fairfield Inn & Suites guests need to travel with confidence, knowing that their experience will be easy and positive. They want consistency, service, and value, and Fairfield Inn & Suites is evolving to meet these consumer expectations. The Generation 4 design delivers functionality and innovative features that are smart and flexible, and the Perspectives décor warmly welcomes guests into a comfortable, productive, and restful environment.

LOCATION OVERVIEW

Placentia is a city in northern Orange County, California. The City of Placentia is located in north Orange County, served by the 57 and 91 freeways as well as major arterial streets. Within a seven minute drive time there are over 190,000 customers with an average household income of over \$76,000. Additionally, the City is less than a mile away from Cal State Fullerton, the Anaheim Canyon Industrial Area and will soon be served by a Metrolink Station in the heart of historic downtown Placentia Placita Santa Fe. The downtown Placentia area is a major improvement emphasis with a planned parking garages to serve the Metrolink station and downtown commercial area as well as increased retail building development.

Economy Placentia has a \$20,000,000 Metrolink project that started in the downtown area in 2013. This project is in conjunction with the Orange County Transit Authority (OCTA), and will assist in the continued revitalization of the area, which is also scheduled for the building of more transit oriented housing to complement the train station, mixed use, retail and entertainment. All designed to enhance Placentia's unique presence in Orange County. Placentia is also working with the OCTA on the OC Bridges project. The project, combined with the city of Fullerton, provides approximately \$580,000,000 in funding to build underpasses and/or overpasses at the major north-south roadways in the two cities. The roadways are Lakeview, Ave., Rose/Tustin, Orangethorpe Ave., Kraemer Blvd., Placentia Ave., State College Blvd, and Raymond Ave. The underpass and overpass at Placentia, Kraemer, Rose/Tustin project are complete and Lakeview will be complete this year.

Arts and cultureThe George Key Ranch Historic District is a historic citrus ranch and Victorian ranch house in Placentia. It is now within the 2-acre George Key Ranch Historic Park, with the historic house museum, outdoor displays, and a citrus grove. It is on the National Register of Historic Places. The Placentia-Santa Fe District is in the southwest or downtown area. The town is home to the A. S. Bradford House, a historic house museum. It is also home to the 100 year old Berkenstock Mansion



Lodging Market



ORANGE COUNTY CA LODGING MARKET

The Anaheim/Santa Ana, Orange County CA lodging market has been among the top performing hotel markets in the country, having outperformed the overall U.S. in the CAGR of RevPAR during the current cycle, including significantly outperforming the broader market since 2014. According to Smith Travel Research report Trailing Twelve August 2017, \$155 ADR shows growth of 4.2%, 77.8% OCC slightly decreased, with \$120.61 RevPar shows 3.5% growth YOY.

Submarket: Orange County Northwest/Fullerton, CA According to Smith Travel Research report Trailing Twelve August 2017, \$97.61 ADR shows growth of 4.6%, 79.3% OCC slightly decreased, with \$89.66 RevPar shows 3% growth YOY.

Placentia lodging market

There are three major branded hotels in Placentia, Best Western Plus, Quality Inn & Suites, Residence Inn totalling 343 rooms. Nearby cities Fullerton, Brea, Anaheim has more newer and better branded hotels.

NEW DEVELOPMENT PIPELINE:

According to Smith Travel Research report there are 9 properties with 1368 rooms under construction and 26 properties with 4811 rooms under planning.

WHY NEW HOTELS: Research conducted by Marriott and the publishers of WIRED shows that people are working differently than in previous generations, according to the company, The trend has shifted from individual workspaces to an ecosystem of places that gives workers choice and control over where and how to work, in and out of the office. "The way people work is changing but the way meetings are hosted at hotels has not kept pace" stated Paul Cahill, SVP, brand management, Marriott Hotels. "Inspired by the way Gen X and Gen Y meet and work, we are introducing spaces that promote collaborative work environments for more productive and meaningful outcomes." Hotels have changed dramatically in recent years. In addition to brands trying to keep ahead of the competition by introducing new in-room gadgets & luxury spas, the design of everything in hotels – down to the doorknobs – has moved with the times as hotels in the region have responded to the demands of a new demographic of guests.

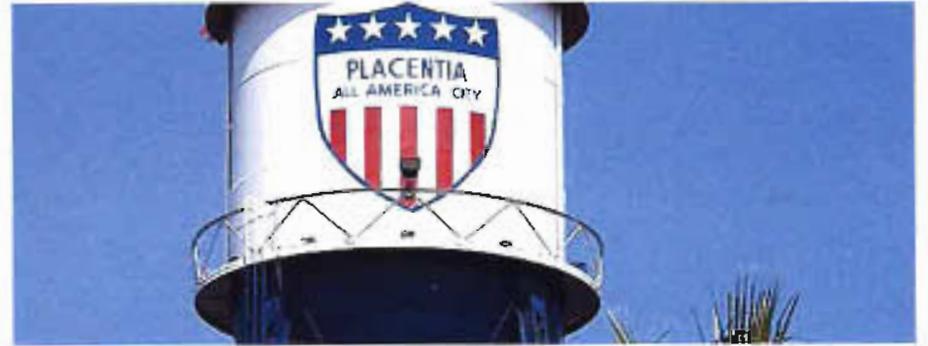
WHY NEW HOTELS:

Staying 'on trend' and ensuring a hotel doesn't look outdated is an important and valid concern for hoteliers in a market where competition is ever-increasing – there is always a new kid on the block.

The number of new hotels that opened in California increased 53 percent in the first half of 2017 and there were 15 percent more hotels in development and 6 percent more under construction vs. the same period in 2016, according to an Atlas Hospitality Group study. "This is a record number of hotel rooms that have opened in the first six months of the year," said Alan Reay, president of Irvine-based Atlas. Twenty-six hotels, with 4,730 rooms, opened in the first half of 2017 vs. 17 hotels in the same period of 2016. Reay said many hotels are being built now because the price of buying and renovating older hotels is high, that it is more attractive to build a new hotel, construction financing and loans are readily available and there have been six years of revenue increases. STRONG LODGING FUNDAMENTALS.

The Southern California lodging market is supported by exceptionally strong fundamentals and is a destination that remains one of the most visible and popular for leisure and business travelers alike. Favorable climate, hundreds of miles of pristine beaches, world-class theme parks, and unparalleled dining and shopping make Southern California a popular destination for travelers from around the world. The thriving economic development in the region is due to the large base of commercial demand generators such as technology and biotech, apparel manufacturing, shipping and freight, financial services, aerospace engineering and manufacturing, and entertainment production. State-of-the-art convention centers in Anaheim, San Diego, Long Beach, and Los Angeles draw large group meetings from all over the country to Southern California contributing further to the noteworthy lodging fundamentals. Orange County as a destination remains one of the most visible and popular regions in the United States. The region has been a thriving economic powerhouse with technology, manufacturing, and financial services providing the area with a large base of commercial demand generators. Favorable climate, miles of pristine beaches, world-class theme parks, and unparalleled dining and shopping make Orange County a popular leisure destination for travelers from and around the country and around the world.

Area Attractions



Area Attractions



Prototype Floor Plans



Fairfield Inn & Suites Criteria Facilities Program
Program (Prototype)

GUEST ROOMS		Units	Unit Area	Total (sf)
King	32%	35	275	9,625
Queen/Queen	39%	42	325	13,650
Accessible King	2%	2	313	625
Accessible Queen/Queen	1%	1	379	379
King Suite	23%	25	379	9,478
Queen/Queen Suite	1%	1	475	475
Accessible King Suite	1%	1	475	475
Accessible Queen/Queen Suite	1%	1	475	475
Total Units	100%	108		
Total Guest Room Area (Net)				35,182
Number of Floors		4		

GUEST ROOM SUPPORT/CIRCULATION	Per Floor	Unit Area	Total (sf)
Corridors/Elevator Lobby	1		4,845
Stairs	2	155	1,240
Elevators	2	55	110
Linen Storage	1	160	480
Ice/Vending	1	140	420
Guest Laundry			115
Mechanical/Electrical			305
Storage/Miscellaneous			380
Total Guest Room Support/Circulation			7,695

FRONT OF HOUSE	Total (sf)
Food & Beverage	
Breakfast Area (52 seats)	1,280
Corner Market	75
Main Vending Area	65
Function	
Meeting/Conference Room (optional)	0
Connect & Print Zone	190
Recreation	
Exercise Room	295
Indoor Pool	1,045
Public Circulation	
Lobby/Lounge	890
Vestibules (Front & Rear)	145
Circulation	575
Public Toilets	120
Total Front of House	4,880

BACK OF HOUSE	Total (sf)
Administration	
Front Desk (included in Lobby/Lounge)	0
Work Area	230
General Manager's Office	110
Administration Storage	25
Employee	
Employee Break Room	210
Employee Restroom (optional)	0
Laundry	
Main Laundry	635
Laundry Chute/Soiled Linen	50
Housekeeping Office (optional)	0
Kitchen	
Preparation Area	390
Engineering	
Engineering Office/Storage	195
Miscellaneous Service	
General Storage (optional)	0
Mechanical/Electrical (Main)	210
Janitor's Closet	40
Video/Telephone Equipment Room	130
Pool Equipment/Storage	80
Water Room	100
Elevator Equipment Room	100
Total Back of House	2,485

SUMMARY	Total (sf)
Total Guest Rooms	35,182
Total Guest Room Support/Circulation	7,695
Total Front of House	4,680
Total Back of House	2,485
Total Net Building Area	50,042
Walls and Shafts	4,372
Total Gross Building Area	54,414
Total Square Foot Per Room	504

Data is based on a 108-room primary market proto-model.

* The swimming pool is a required amenity in all Fairfield Inn & Suites hotels. The prototype allows flexibility for an indoor or outdoor option.

DISCLAIMER: The information released by Marriott® International in this communication with respect to the Fairfield Inn & Suites Generation 4 project is provided to the owner and franchise community merely as a guide and all information and supporting documentation serves solely as guidelines as of January 2012, and is not, and should not be considered, final. All plans regarding this project are routinely updated and remain subject to revision and clarification.



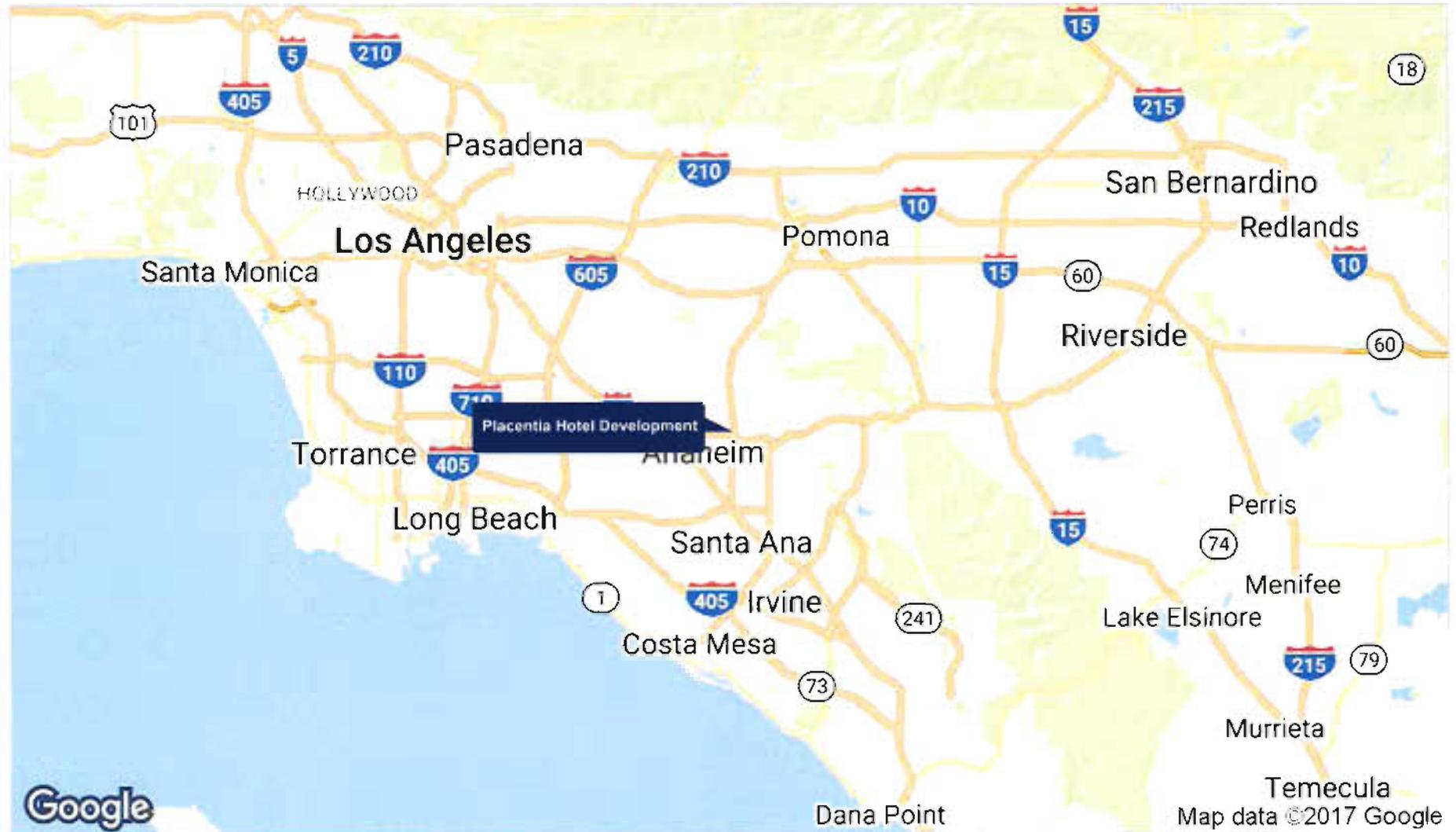
FINE HOSPITALITY
GROUP

the
**Corner
Market**
**2 LOCATION
INFORMATION**

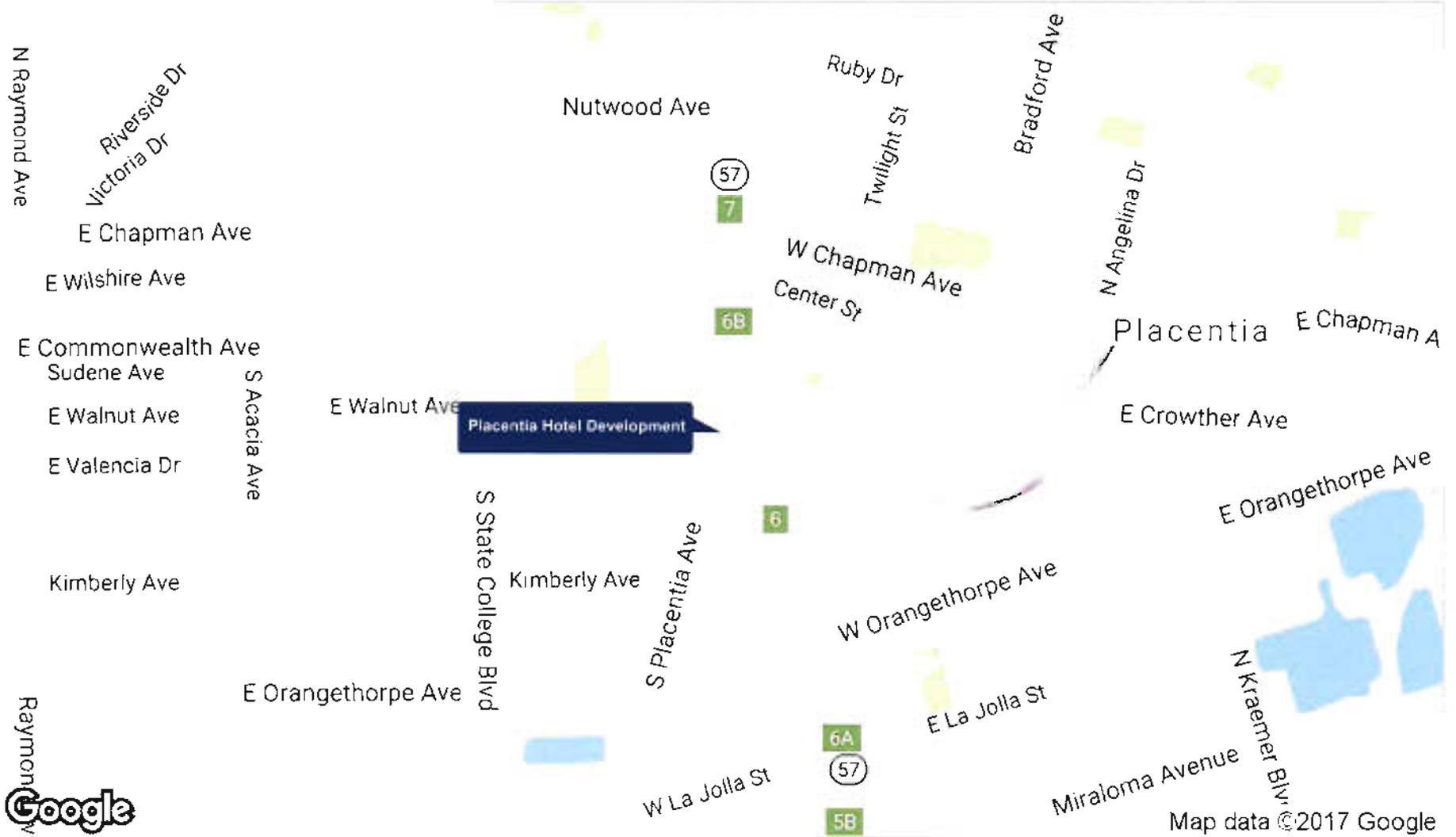
380 S Placentia Ave
Placentia, CA 92870



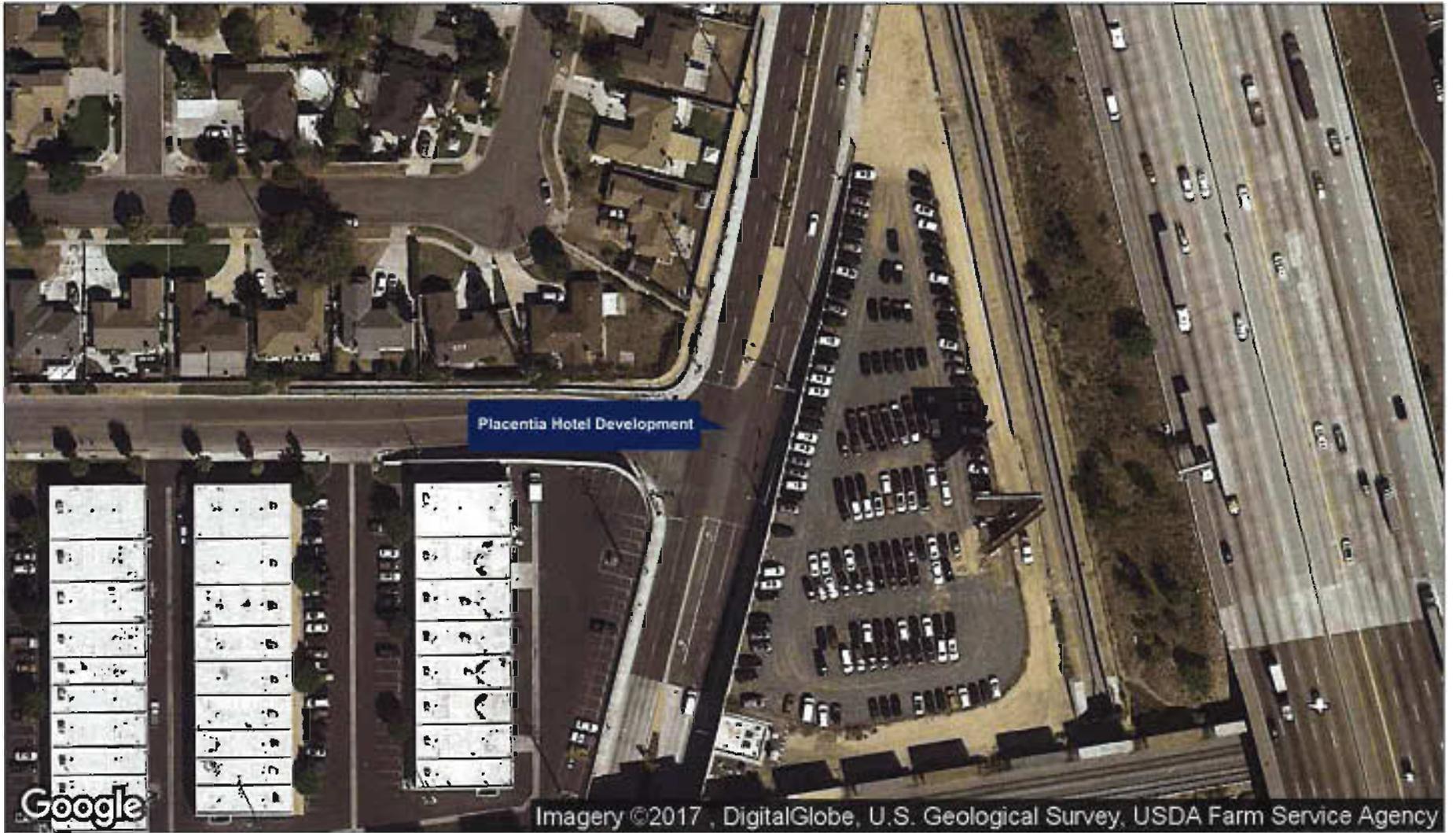
Regional Map



Location Maps



Aerial Map





**FINE HOSPITALITY
GROUP**

3 FINANCIAL ANALYSIS

380 S Placentia Ave
Placentia, CA 92870

Financial Summary



INVESTMENT OVERVIEW

Price
Price per Room
RevPAR
ADR
CAP Rate
Cash-on-Cash Return (yr 1)
Total Return (yr 1)
Debt Coverage Ratio

PLACENTIA HOTEL DEVELOPMENT PROJECT AS STABILIZED

\$15,000,000
\$136,363
\$102
\$128
10.2%
26.67 %
\$599,981
1.65

STABILIZED OPERATING DATA

Gross Income
Operating Expenses
Net Operating Income
Pre-Tax Cash Flow

PLACENTIA HOTEL DEVELOPMENT PROJECT AS STABILIZED

\$4,195,265
\$2,670,909
\$1,524,356
\$599,981

FINANCING DATA

Down Payment *
Loan Amount
Debt Service
Debt Service Monthly

PLACENTIA HOTEL DEVELOPMENT PROJECT AS STABILIZED

\$2,250,000
\$12,750,000
\$924,375
\$77,031

* Construction Loan based on interest only WSJP + 3% and will be converted to permanent SBA loan.

Income & Expenses



INCOME SUMMARY

Room Revenue

Other Revenue

Gross Income

PLACENTIA HOTEL DEVELOPMENT PROJECT AS STABILIZED

\$4,111,360

\$83,905

\$4,195,265

PER UNIT

\$37,376

\$762

\$38,138

EXPENSE SUMMARY

Rooms

Other Operating Departments

Administrative & General

Marketing

Utility Cost

Property Operation & Maintenance

Franchise Fees

Real Estate Tax

Insurance

Management Fee

Gross Expenses

PLACENTIA HOTEL DEVELOPMENT PROJECT AS STABILIZED

\$964,911

\$58,734

\$377,574

\$167,811

\$293,669

\$251,176

\$251,176

\$150,000

\$30,000

\$125,858

\$2,670,909

PER UNIT

\$8,771

\$533

\$3,432

\$1,525

\$2,669

\$2,283

\$2,283

\$1,363

\$272

\$1,144

\$24,280

Net Operating Income

\$1,524,356

\$13,857



FINE HOSPITALITY
GROUP

4 SALE COMPARABLES

380 S Placentia Ave
Placentia, CA 92870

Land Sale Comps

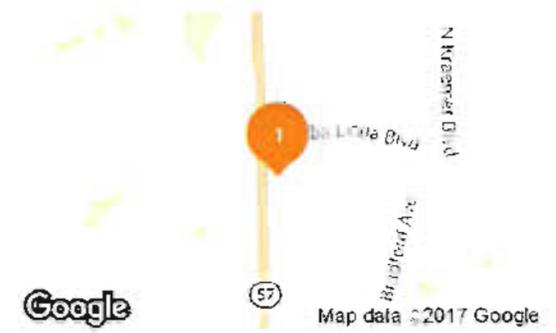


1

COMMERCIAL LAND

1535 Deerpark Dr | Fullerton, CA 92831

Sale Price:	\$3,200,000	Lot Size:	3.37 AC	Price PSF:	\$21.80
Price / AC:	\$949,554	Closed:	09/27/2017		



2



COMMERCIAL VACANT LAND

7113 Firestone Blvd | Buena park. CA 90621

Sale Price:	\$3,700,000	Lot Size:	4 AC	Price PSF:	\$21.24
Price / AC:	\$925,000	Closed:	08/23/2016		



3

COMMERCIAL COMMUNITY CENTER

17603 Colima Road | City of Industry, CA 91748

Sale Price:	\$1,065,228	Lot Size:	1.34 AC	Price PSF:	\$18.25
Price / AC:	\$794,946	Closed:	08/30/2015		



Land Sale Comps



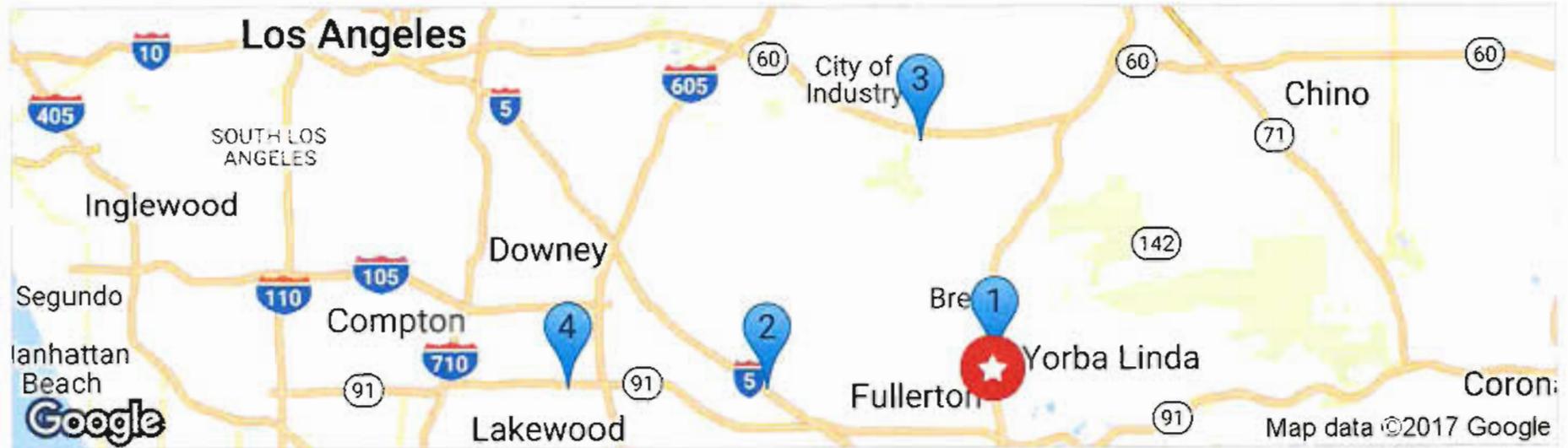
COMMERCIAL LAND

9922 Artesia Blvd | Bellflower, CA 90706

Sale Price:	\$1,539,000	Lot Size:	1.7 AC	Price PSF:	\$20.78
Price / AC:	\$905,294	Closed:	04/12/2017		



Sale Comps Map



SUBJECT PROPERTY
380 S Placentia Ave, Placentia, CA 92870

1 COMMERCIAL LAND
1535 Deerpark Dr
Fullerton, CA 92831

2 COMMERCIAL VACANT LAND
7113 Firestone Blvd
Buena park, CA 90621

3 COMMERCIAL COMMUNITY CENTER
17603 Colima Road
City of Industry, CA 91748

4 COMMERCIAL LAND
9922 Artesia Blvd
Bellflower, CA 90706

BUILDING SUMMARY

- BUILDING AREA: 56,900 SF
- 5 STORIES
- 107 GUESTROOMS
- 108 PARKING STALLS



SITE PLAN



HOTEL
PLACENTIA, CALIFORNIA



01
November 1, 2017
Project no. 2017-524-00

Exhibit B



December 4, 2017

Mr. Ken Pansuria

Re: Loan proposal for new Home 2 Suites Hotel, Placentia CA

Dear Ken,

I am pleased to present this proposal for SBA financing on the construction and permanent loan of a hotel to be located in Placentia. Below is an outline of the terms and conditions for your review (assuming a \$15,000,000 project cost):

Borrower: To be determined

Loan Amount: **Construction Loan:** \$12,750,000 (e)
Permanent Loan 1: \$7,650,000(e) – AK USA portion (1st DOT)
Permanent Loan 2: \$5,100,000(e) – SBA 504 portion (2nd DOT)

Collateral: **Construction Loan:** 1st Deed of Trust on subject property
Permanent Loan 1: 1st Deed of Trust on subject property; UCC - FF&E
Permanent Loan 2: 2nd Deed of Trust on subject property; UCC - FF&E

Terms: **Construction Loan:** 12 months, interest only due monthly
Permanent Loan 1: 25-year amortization with a 15-year maturity, principal & interest payments due monthly
Permanent Loan 2: Based on terms established by local CDC/SBA

Fee: 1% loan fee, all third party fees to be borne by the borrower

Rate: **Construction Loan:** WSJP + 3.00%
Permanent Loan 1: 5 Yr. Swap Rate + 3.00% fixed for five years, resetting every five years at the 5 Yr. Swap + 3.00%
Permanent Loan 2: Based on terms established by local CDC/SBA

Guarantees: To be determined.

Prepayment : **No penalty** – Alaska USA portion; Penalties may apply to pre-payment of the SBA 504 loan

In addition to the terms outlined above, the property must be deemed to be free of any material environmental concern and not be within a Flood Zone, and the appraisal would be subject to a satisfactory third party review. This proposal is not a commitment to lend and is subject to formal approval from Alaska USA Federal Credit Union and the Small Business Administration.



The terms above outline the basic terms and conditions of the requested loan, and additional covenants may be negotiated in a Business Loan Agreement to include ongoing financial statement reporting requirements. If you have any questions regarding this commitment, please feel free to contact me at 602-338-5821.

Sincerely,

A handwritten signature in blue ink, appearing to read 'Rob'.

Rob Boosman
Regional Vice President Commercial Lending

Accepted by:

Signature

Date



P.O. Box 15284
Wilmington, DE 19850

SARNSA INVESTMENTS INC
3845 E CORONADO ST STE 200
ANAHEIM, CA 92807-1649

Customer service information

-  Customer service: 1.888.400.9009
-  bankofamerica.com
-  Bank of America, N.A.
P.O. Box 25118
Tampa, FL 33622-5118

Your Full Analysis Business Checking - Small Business

for October 1, 2017 to October 31, 2017

Account number: 0021 6394 1022

SARNSA INVESTMENTS INC

Account summary

Beginning balance on October 1, 2017	\$1,349,947.17
Deposits and other credits	6,033,818.23
Withdrawals and other debits	-6,450,000.00
Checks	-0.00
Service fees	-0.00
Ending balance on October 31, 2017	\$933,765.40

of deposits/credits: 2

of withdrawals/debits: 3

of days in cycle: 31

Average ledger balance: \$2,694,868.02



Wells Fargo Business Online

Last Sign On: July 28, 2014

Account Summary

<>For optimal interaction with the Wells Fargo Web site, we recommend that you enable JavaScript </p>

Business and Personal Accounts

Cash Accounts

Account	Available Balance	Related Accounts
B & H GROUP INC Accounts		
BUSINESS CHECKING XXXXX4431	\$138,498.46	
BUSINESS MARKET RATE SAVINGS XXXXX6722	\$500.23	
Subtotal	\$138,998.69	
CAMARILLO HOSPITALITY LLC Accounts		
EXPANDED BUSINESS CHECKING XXXXX8410	\$57,076.62	
CHANDLER HOSPITALITY LLC Accounts		
BUSINESS CHECKING XXXXX4970	\$64,858.87	
DONOVAN HOSPITALITY LLC Accounts		
BUSINESS CHECKING XXXXX2010	\$24,311.25	
FINÉ HOSPITALITY GROUP LLC Accounts		
BUSINESS CHECKING XXXXX6697	\$184,513.05	
GRAND HOSPITALITY LLC Accounts		
BUSINESS CHECKING XXXXX3273	\$69,842.59	
GRUP TWO, LLC Accounts		
BUSINESS CHECKING XXXXX7657	\$68,598.36	
HAMPTON SANTA FE LLC Accounts		
BUSINESS CHECKING XXXXX4662	\$210,747.98	
IN & OUT GROCERIES INC Accounts		
BUSINESS CHECKING XXXXX6162	\$350.60	
MAGNOLIA HOSPITALITY, LLC Accounts		
BUSINESS CHECKING XXXXX7778	\$215,366.41	
MIDTOWN HOSPITALITY LLC Accounts		
BUSINESS CHECKING XXXXX4695	\$101,086.97	
NELLIS HOSPITALITY LLC Accounts		
BUSINESS CHECKING XXXXX2028	\$33,772.03	
SAHARA HOSPITALITY LLC Accounts		
BUSINESS CHECKING XXXXX6964	\$7,116.90	
SANTA FE HOSPITALITY LLC Accounts		
BUSINESS CHECKING XXXXX3628	\$123,574.42	
SOUTHWEST HOSPITALITY LLC Accounts		
BUSINESS CHECKING XXXXX2490	\$87,698.66	
Personal Accounts		
CHECKING XXXXX1803	\$33,952.02	
SAVINGS XXXXX9608	\$3.57	
Subtotal	\$33,955.59	
Total	\$1,402,576.82	

Additional Accounts and Services

Exhibit C



Proposed Placentia Hotel Architectural Description

This site is a triangular shaped parcel bounded by the 57 freeway, Placentia Blvd and railroad tracks. The site has a single point of access from the street. The street slopes down to about 18 feet, below the site to the south.

The hotel makes excellent use of the site shape and configuration by aligning with the freeway and providing a gateway to Placentia from the freeway. It also allows for ample parking at 1 stall per guest room and allows a generous site amenity area which includes patios, BBQ areas, landscape and a pool deck.

The hotel itself will contain 107 guest rooms providing for leisure travelers as well as extended stay guest and business travelers. A hot breakfast will be provided each morning and the hotel amenities include business center, state of the art fitness facility, public lounge area, and small meeting facilities.

The all-suite Guest rooms are equipped with either a tub or shower, kitchen space, work space, casual seating and sleeping accommodations to accommodate a variety of travelers and lengths of stay.

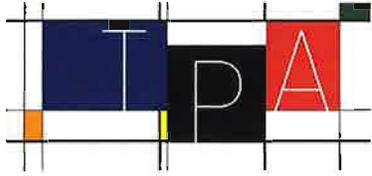
Exhibit D

Exhibit D - Placentia Hotel Development Timeline

	Start	End	2017												2018												2019												2020											
			1	2	3	4	5	6	7	8	9	10	11	12	1	2	3	4	5	6	7	8	9	10	11	12	1	2	3	4	5	6	7	8	9	10	11	12	1	2	3	4	5	6	7	8	9	10	11	12
Conceptual Design	7.2017	11.2017	4 months																																															
Community Relations	1.2018	4.2018													4 months																																			
CLP Submittal	1.2018	2.2018													2																																			
Development Review Committee Meeting	3.2018	4.2018													2																																			
Planning Commission	4.2018	5.2018													2																																			
City Council	6.2018	7.2018													2																																			
Final Design/Construction Documents	8.2018	10.2018													2																																			
City Building & Engineer Review & Approval - Plan Check	20.2018	2.2019													5 months																																			
Bid Project for Construction	10.2018	11.2018													1.5																																			
Construction	3.2019	2.2020																									12 months																							



Exhibit E



110 N Lincoln Ave
Suite 302
Corona, CA 92882
T: 951 444 5600
tpaac.com

Exhibit E: Public Outreach Plan

Public outreach is a critical component to informing the community about how their neighborhood will be impacted by a development project. It is the responsibility of the developer to fully inform and provide information for the community. This allows the community to provide both positive and negative feedback about the project and about the potential or perceived impacts and changes in their neighborhood. This allows the developer to respond appropriately with precise information directed to remedy any misconceptions and with possible solutions for mitigating any potential negative impacts.

Mailers

The Planning Associates will create mailers to send to the surrounding community. These mailers can be illustrative brochures, postcards, letters, or other mailings that will inform the community of where they can contact the project development team to voice their opinions. The community will be directed to contact The Planning Associates (TPA) as the community liaison rather than Fine Hospitality Group (FHG), as this keeps communication and comment processing in order. Through this method, the community will also be informed of community meeting dates, where they can attend live meetings and learn more about the proposed project.

There are two target groups that TPA will inform about the project. The first one will be home and property owners. These stakeholders are critical to inform because of their permanent investment in the community. They will be located on a 300ft physical address radius map with property owner mailing addresses. These addresses might not be the same as the physical addresses of the properties because property owners may not live at the physical addresses themselves.

The second group of stake holders will be the property occupants. These residents or businesses will be the most directly affected by the project, since they are present in the neighborhood every day. A separate occupant address list will be obtained to find these addresses and make sure the mailers reach the intended recipient.

Since the Project site is situated at the boundary of the City of Placentia and the City of Fullerton the mailings will reach owners and residents in both cities.

Community Meetings

Community meetings provide a chance for interested parties to voice their opinions and talk to someone face to face. Personal interaction creates a stronger connection with people. It is a good opportunity for the public to talk to a person about their concerns and even provide feedback on ways to improve the proposed project. The meeting or meetings are arranged in an open house style, in which people can attend during a span of hours, which might be more convenient instead of a presentation style, where not everyone might be present or make it on time. Comment cards and a sign-in register will be provided to capture feedback and to identify what neighborhoods within the community are represented. Following the first community meeting, it will be determined by TPA and FHG if the need for a second community meeting will be necessary in order to address concerns identified in the initial meeting and/or to allow a second opportunity for those in the community who were not available on the date and location of the first meeting.

Considerable effort will be used to identify a convenient venue, determine the best dates and times in order to maximize attendance, and to publicize the meetings in a way to reach the greatest audience. Once again, communities in both the City of Placentia and the City of Fullerton will be included and invited to all outreach events.

Internet Outreach and Social Media

Modern technology has allowed for expanded outreach opportunities that were limited before. Through the use of the internet, the extent of the community outreach is magnified and many more people who would otherwise not submit their comments on a project, do so. This includes the TPA website, where people can provide their suggestions on projects. All mailings, printed materials, media and publicity will include www.tpaoc.com as a tool for those interested to comment or request additional information.

Social media is also an important tool that, when used properly, can render great results in terms of outreach and data gathering. Social media enables you to create messages and target participants in social media networks TPA will create a Facebook project page where interested parties can leave comments and see project information and conceptual renderings. Comments will be monitored to get a better scope of the project comments and how receptive the public is to the project. Questions can also be answered through Facebook to address comments efficiently. Other social media platforms, such as Twitter, Instagram, and YouTube may be used, depending on the response required and types of materials that would need to be shared.

EXCLUSIVE NEGOTIATING AGREEMENT

This EXCLUSIVE NEGOTIATING AGREEMENT ("Agreement"), dated as of this 3rd day of March, 2018 by and between the City of Placentia, a California Charter City ("City"), and Fine Hospitality Group, LLC ("Developer"), together the "Parties." For and in consideration of the mutual covenants and promises set forth herein, the Parties agree as set forth below, with reference to the following facts:

RECITALS

A. The City is a charter city and California municipal corporation exercising powers and organized and existing under the California Constitution.

B. Developer has expressed interest to purchase certain real property, located in the City of Placentia. The Property consists of the real property located at 380 S. Placentia Avenue, Placentia, California (Assessor Parcel Numbers ("APN") 339-441-01 and 339-441-02), which is within the City's municipal boundaries and more particularly shown and described in Exhibit 2 (the "Property" or "Site"). All of the parcels comprising the Property are owned by the City.

C. The Property is currently underutilized, falling substantially short of its commercial revenue-generating and job-generating potential. City therefore wishes to enter into exclusive negotiations with Developer with the purpose of reaching an agreement for the acquisition and development of the Site thereby providing further economic and employment opportunities on and around the Site, which maintaining high standards of development and environmental protection. City seeks to utilize the Site in a manner that will maximize public benefits and welfare, while encouraging the development of a well-planned and thoughtfully designed commercial/hotel development.

D. In order to achieve the above-described goals of enhancing the Site's use, City and Developer are considering a conceptual plan to design and construct a hotel upon the Site (the "Project"). It is anticipated that the Project will consist of a concept plan (to be further refined as part of the related land use entitlement process), of five (5) stories, 107 guest rooms, 108 parking stalls and a building area of approximately 56,900 square feet, and containing a variety of amenities including a business center, state of the art fitness center, public lounge area, pool, and small meeting facilities. The Project concept plan under consideration is attached hereto as Exhibit 1 ("Site Plan"). It is anticipated that the Project will generate substantial revenue and provide both construction-related and permanent employment opportunities for the Placentia community. It is also anticipated that as part of the Project's land use entitlement process, the Project will be required to: reflect a high quality of development; strictly adhere to applicable building codes and other standards and requirements; implement appropriate measures, as feasible, to address any identified significant environmental impacts; and incorporate energy efficiency, water conservation, and other sustainability measures (to enhance the Project's efficiency and help reduce greenhouse gas emissions, among other things). In addition, it is anticipated that the Project will be designed to include necessary street and utility infrastructure to serve the Project, to be further considered as part of its entitlement process.

E. Subject to the terms of this Agreement, City and Developer agree that the object of their negotiations is the preparation of one or more of a purchase and sale agreement, development agreement,

a disposition and development agreement, or other agreement(s) effecting the conveyance of ownership and/or occupancy rights for the Site to Developer ("Conveyance Instrument"), and otherwise setting forth the terms and conditions of a mutually acceptable arrangement that provides for the development of the Project. The specific details of the final Project shall be negotiated and incorporated into the final Conveyance Instrument, whichever the City determines to be most appropriate.

F. Assuming the Parties enter into a Conveyance Instrument and Developer pursues the Project, the Parties acknowledge that completion of this Project may entail approvals from, and cooperation with, different governmental agencies, and potential resolution of environmental review issues, and that City requires a minimum purchase price of \$1,552,000.

G. The term "Developer," as used herein, refers to Fine Hospitality Group, LLC, California Limited Liability Company and its existing and any future affiliates. Developer represents and warrants to City that the Developer has expertise to acquire and develop the Project as generally described in this Agreement.

H. The Project shall be processed in accordance with the California Environmental Quality Act, at California Public Resources Code Section 21000 *et seq.* and regulations promulgated pursuant thereto ("CEQA"), and must be reviewed by City for its potential environmental impacts ("CEQA Review") at such time.

I. The Developer understands and acknowledges that the City is not obligated to sell the Property if, in good faith, the City Council determines that such sale is not in the public interest, not permitted by law, not consistent with the City of Placentia General Plan and/or zoning code, or for any other valid reason. Further, the Developer understands and acknowledges that the Parties are not obligated to reach agreement on the terms of the Conveyance Instrument.

NOW, THEREFORE, in consideration of performance by the Parties of the promises, covenants, and conditions herein contained and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Parties agree as follows:

1. Recitals Incorporated.

The recitals stated above are incorporated into this Agreement by this reference as if fully stated herein.

2. Exclusive Negotiation Period/Effectiveness of Agreement.

The "Exclusive Negotiating Period" shall commence as of the Effective Date of this Agreement and shall terminate on the date that is ninety (90) days after the Effective Date, notwithstanding holidays unless the date that is ninety (90) days after the Effective Date shall fall on a weekend or holiday, in which case the Exclusive Negotiating Period shall be extended to the next business day. If upon the expiration of such Exclusive Negotiation Period a Conveyance Instrument has not been executed, City and Developer have the ability to extend the Exclusive Negotiating Period by the mutual written consent of both the City and the Developer up to ninety (90) additional days, in their discretion. The City Administrator shall be authorized to grant such extension for and on behalf of City, in his sole and absolute

discretion. Any officer of Developer shall be authorized to grant such extension for and on behalf of Developer. If the Parties have mutually consented to an extension of the term of this Agreement as provided herein, then the Parties shall, within such extended term, continue to negotiate in good faith the proposed Conveyance Instrument. If City and Developer have not each approved and executed a Conveyance Instrument during the Exclusive Negotiating Period or extension as provided herein, this Agreement shall automatically terminate at the end thereof, and the Parties shall have no further rights or obligations hereunder.

3. Negotiations

- a. During the Exclusive Negotiating Period, City shall not negotiate with any person or entity other than Developer regarding the sale of the Property or the development of the Project.
- b. During the Exclusive Negotiating Period, Developer shall not negotiate with any person or entity other than the authorized representative of the City concerning the purchase of the Property or the development of the Project.
- c. Developer and City understand and agree that no Party is under any obligation whatsoever to enter into a Conveyance Instrument. In the event of the expiration or earlier termination of this Agreement, the City shall be free at the City's option to negotiate with any persons or entity with respect to the sale, lease, and/or development of the Property.
- d. This Agreement may not be assigned by Developer without the prior express written consent of the City in its sole and absolute discretion. In the event of any such assignment without such prior written consent, this agreement shall immediately terminate.

4. Obligations of Developer.

- a. Financial Information. Developer shall provide whatever reasonable evidence City may require to prove that Developer has the financial capacity to proceed with the contemplated transaction, which shall be provided to City in accordance with the timeframe established under Exhibit 4 – Estimated Timeframe for Negotiation/Schedule of Performance. If financing is to be obtained by Developer from an institutional lender(s) for the acquisition of the Property and/or related to the development of the Project, Developer shall provide City with a letter evidencing a letter of intent (“Letter of Intent”) from such lender(s) (in form and substance reasonably acceptable to City), indicating that such lender(s) has a definitive interest in financing the purchase or development of the Project by Developer, as the case may be. City shall have a right to approve or disapprove any such lender in its reasonable discretion. In the event the purchase or development of the Project is to be financed exclusively by equity financing, the Developer shall evidence an amount sufficient to provide for the net acquisition costs and development of the Project by Developer, as the case may be. Evidence of equity financing may be in the form of letters of intent from credit-worthy investors. Developer is not required to provide personal financial information of Developer's management and investors unless relied upon by Developer as evidence of equity financing for the proposed Project.
- b. Partners. Disclosure of Developer's principals, partners, joint ventures, and consultants that will be materially involved in the acquisition and development of the Property as may be

reasonably requested by City; said disclosure shall be limited to information reasonably necessary to effectuate the transaction contemplated thereunder and shall be provided to City in accordance with the timeframe established under Exhibit 4 – Estimated Timeframe for Negotiation/Schedule of Performance.

- c. Site Plan. The Parties anticipate that a “Site Plan” will be further refined during the term of this Agreement as part of the Conveyance Instrument negotiations, which is herein defined as specifying the conceptual framework to guide the overall development of the Project, the approved land uses on the Site, including generalized area of building pads, height of structures, total square footage, and the conceptual parking and circulation system for the Site. The Site Plan shall be provided to City in accordance with the timeframe established under Exhibit 4 – Estimated Timeframe for Negotiation/Schedule of Performance.
- d. Preliminary Pro Forma. Developer shall provide a Preliminary Pro Forma of the Project, showing the following preliminary information: an operating income and expense estimate, an estimated budget for development and construction of the Project, projected range of Project value at completion, and relevant market validation (e.g., ADR, occupancy rates, RevPar, etc) shall be provided to City in accordance with the time frame established under Exhibit 4 – Estimated Timeframe for Negotiation/Schedule of Performance. Said pro-forma should also show the preliminary estimated economic benefits to City for at least a ten (10) year period after completion of the Project with respect to the payment for the Site, all taxes and fees, sales/property tax/transient occupancy tax revenue generation, and an estimate of anticipated construction and permanent jobs, as appropriate. Provided, however, that the Parties acknowledge and agree that said pro-forma shall be based on information reasonably available during the term of the ENA and shall reflect the Parties’ understanding that such information is preliminary in nature. Said financial information shall be subject to the confidentiality provisions of Section 4(f) below.
- e. Public Outreach Plan. A “Public Outreach Plan” that describes Developer’s anticipated plan and approach on educating and informing the public about the Project, consistent with the Parties’ confidentiality obligations set forth in Section 4(f) below, shall be provided to City in accordance with the timeframe established under Exhibit 5 – Estimated Timeframe for Negotiation/Schedule of Performance. This plan shall detail, as appropriate, specific outreach efforts and methods, including public meetings, digital outreach, and/or individual contacts, to communicate with and receive input from local stakeholders, which shall include, but are not limited to, residents and business and property owners proximate to the proposed Project.
- f. Confidentiality. City agrees, to the maximum extent permitted by the California Public Records Act (Government Code Section 6253 *et seq.*) or other applicable local, state, or federal disclosure laws (collectively, “Public Disclosure Laws”), to keep confidential all proprietary financial and other information submitted by Developer to City in connection with Developer’s satisfaction of its obligations under this Agreement and any Conveyance Instrument (collectively, “Confidential Information”). Notwithstanding the preceding sentence, City may disclose Confidential Information to its officials, employees,

agents, attorneys and advisors, but only if and to the extent necessary to carry out the purpose for which the Confidential Information was disclosed consistent with the rights and obligations provided for hereunder. Developer acknowledges that City has not made any representations or warranties that any Confidential Information City receives from Developer will be exempt from disclosure under any Public Disclosure Laws. In the event the City Attorney determines that the release of any Confidential Information is required by Public Disclosure Laws, or by order of a court of competent jurisdiction, City shall promptly notify Developer in writing of City's intention to release the Confidential Information so that Developer has the opportunity to evaluate whether to object to said disclosure and/or to otherwise take whatever steps it deems necessary or desirable to prevent disclosure, provided that City shall not be liable for any damages, attorneys' fees and costs for any alleged failure to provide said notice. If the City Attorney, in his or her discretion, determines that only a portion of the requested Confidential Information is exempt from disclosure under the Public Disclosure Laws, City may redact, delete or otherwise segregate the Confidential Information that will not be released from the non-exempt portion to be released.

Developer acknowledges that in connection with the City Council's consideration of any Conveyance Instrument as contemplated by this Agreement, Developer will need to present a summary of Developer's anticipated costs of development, together with such other information as may be reasonably required for a staff report accompanying the proposed Conveyance Instrument. Provided, however, that to the extent Developer reasonably determines it is necessary to protect Confidential Information relating to financial data, said information may be delivered directly to a third party economic consultant, who may review the Confidential Information without disclosure to the extent permitted by law and who shall be permitted to provide to City a summary of said information consistent with the purposes of this Agreement. If this Agreement is terminated without the execution of a Conveyance Instrument, City shall return to Developer any Confidential Information.

Except for any disclosure that may be required under Public Disclosure Laws, during the Exclusive Negotiation Period, no public statements about the potential terms to be negotiated as part of the Conveyance Instrument shall be made by either Developer or City (other than those statements made to each party's respective agents, consultants and employees and, in the case of Developer, those statements made to prospective tenants or retailers for the Project, if any). Notwithstanding anything to the contrary in the foregoing, the Parties shall not be liable for any damages, attorneys' fees and costs to the other party for any alleged public statement as provided above.

- g. Additional Documentation. City reserves the right to and may reasonably request any additional documentation, including additional reports, studies, analyses, and other information, from Developer in order to negotiate the Conveyance Instrument as contemplated hereunder. Upon receiving such a request, Developer shall provide such additional documentation to City pursuant to a mutually agreed upon deadline.

5. Obligations of the City

- a. City shall cooperate fully in providing Developer with appropriate information, documentation and assistance as it relates to Developer's evaluation and due diligence of the Site and potential viability of the Project, but such assistance shall not include financial assistance unless specifically provided herein.
- b. The Conveyance Instrument shall include, among other relevant terms, the agreements between City and Developer regarding the design of the Project and other business terms mutually determined necessary or desirable by the Parties for inclusion therein. City shall provide Developer with an initial draft of the Conveyance Instrument; however, in no event shall City commence the actual drafting of a Conveyance Instrument unless and until Developer has chosen one, single concept plan for the Project (subject to Project revisions determined appropriate by the Parties) and submitted a single preliminary plan therefor. If the negotiations culminate in a Conveyance Instrument signed by Developer, such agreement shall become effective only after and if said Conveyance Instrument has been considered and approved by the City Council.
- c. Throughout the Exclusive Negotiating Period, City staff shall be available to meet with Developer to discuss the Project, the Site Plan, and any other issues pertinent to the preparation of a Conveyance Instrument pertaining to the development of the Project.

6. Negotiation of Conveyance Instrument

The Parties hereby acknowledge and agree that, during the term of this Agreement, (as such term may be extended pursuant to Section 2 above), the Parties shall use their respective good faith efforts to negotiate and enter into a Conveyance Instrument, in accordance with the City's preference which shall include, but not be limited to, agreement on and implementation of the following:

- (i) The design of the Project by Developer;
- (ii) The construction of the Project by Developer in accordance with final plans and specifications to be provided by Developer and approved by the City, pursuant to a detailed schedule of performance by Developer;
- (iii) The operation and management of the Project by Developer in a good and professional manner, and subject to the covenants required by law;
- (iv) The maintenance of landscaping, buildings and improvements in good condition and satisfactory state of repair so as to be attractive to local residents and to the community;
- (v) The operation of the Project by Developer in compliance with all equal opportunity standards established by Federal, State and local law;
- (vi) Certain provisions made by Developer to the City as required by the City with respect to concepts, schematics, the final plans and

- working drawings for the Project and participation in presentations with respect thereto;
- (vii) Certain provisions required by individual contractors and/or subcontractors performing work on the Project with respect to performance, labor and materials payment bonds required to be obtained by such contractors or subcontractors assuring completion of the Project free of mechanics' liens;
 - (viii) That the Project shall be of the highest quality and standard to the reasonable satisfaction of the City;
 - (ix) The terms and conditions upon which Developer shall acquire the Property; and
 - (x) The terms and conditions upon which the City or the Developer may terminate the Conveyance Instrument;

7. Schedule of Performance.

It is the intention of City and Developer that the Project be completed in a timely and an expeditious manner. Accordingly, attached as Exhibit 4 is the Parties' estimated schedule to negotiate and finalize the Conveyance Instrument within the time-frame contemplated in this Agreement. The Parties also anticipate that an estimated schedule to pursue the necessary Project land use entitlements will be attached as an exhibit to the Conveyance Instrument, which will be negotiated during the term of this Agreement. In general, it is contemplated that said entitlement schedule will include estimated progress on critical elements of the Project's entitlement process (including any environmental review) and anticipated Project construction. The timeframes shown in attached Exhibit 4 are estimates only, and may be mutually amended by the Parties hereto from time-to-time, subject to the requirements in Section 2.

8. Good Faith Deposit.

Concurrent with the execution of this Agreement by City, Developer shall submit to City a good faith deposit ("Deposit") in the amount of Fifteen Thousand Dollars (\$15,000), which shall be used to reimburse City its expenses incurred in the performance of this Agreement. If the Exclusive Negotiating Period is extended by the mutual written consent of both the City and the Developer up to ninety (90) additional days in accordance with Section 2, then Developer shall submit to City an additional Deposit in the amount of Ten Thousand Dollars (\$10,000), which shall be used to reimburse City its expenses incurred in the performance of this Agreement. The Deposit shall be in the form of cash or in a manner reasonably acceptable to the City. The City may apply such Deposit against Expenses as they are incurred in its sole discretion without accounting or any obligation to refund any portion to Developer. Except as provided, Developer shall have no further Deposit obligations to City even if the Exclusive Negotiating Period is further extended.

9. Environmental.

The Parties intend to diligently and in good faith work to negotiate the terms of the Conveyance Instrument during the term of this Agreement. There are many unknowns concerning the Project at this time, and during the term of this Agreement, Developer intends to undertake the studies, reports and analysis contemplated in Section 4 (or as otherwise determined appropriate by Developer) to allow it to develop the Project, Project designs, environmental impact analysis (including a traffic analysis as well as other technical studies, as appropriate) and

financing plans necessary to determine whether to undertake the Project, including further confirmation of the Site Plan that will be the subject of the Conveyance Instrument. Environmental analysis will occur when the Project's plans are sufficiently defined for purposes of CEQA, as and if required, and as otherwise required under applicable laws and regulations. Should Developer proceed with the Project, it will have the sole responsibility to pursue and obtain any necessary environmental approvals for the Project pursuant to CEQA. Developer is required to undertake environmental review of the Project (subject to City's lead agency responsibilities).

Therefore, the Conveyance Instrument will include provisions requiring Developer to deposit with City, as lead agency, all funds as reasonably necessary to cover the cost of such environmental review, and City agrees to assist Developer to the fullest extent reasonable in preparing any environmental documentation and processing any environmental review that may be necessary for the Project. Developer also agrees to provide all reasonable assistance to City necessary to carry out its obligations related to the proposed Project, including but not limited to any obligations it may have under CEQA. Any and all costs outside the scope of the obligations under this Agreement will be identified as costs to each party under an executed Conveyance Instrument between City and Developer. Nothing herein shall be construed as limiting the City's discretion to approve and/or disprove the Project or any iteration thereof. Furthermore, nothing in this Agreement shall be considered a promise or guarantee that any land use approvals will be issued by the City related to the development of the Project. At all times the City retains its right to independently review, and ultimately to grant or deny, any required land use entitlements for the Project when acting in its governmental capacity.

10. Access to Site.

During the term of this Exclusive Negotiating Period, City shall provide Developer reasonable access to all portions of the Site for the purpose of obtaining data and making surveys and tests necessary to evaluate the development potential of the Site and otherwise to conduct the land use due diligence relating to the Project as contemplated hereunder, including, without limitation, the right to make borings to investigate the soils and environmental condition of the Site. Said right of access shall be memorialized within five (5) business days of the Effective Date by both Parties executing an access agreement ("Access Agreement"), which shall contain standard, mutually acceptable terms, including those relating to Developer's indemnification obligations and City's insurance requirements (as set forth in attached Exhibit 3).

11. Default.

Either party may terminate this Agreement if the other party should fail to comply with and perform in a timely manner any material obligation to be performed by such other party under this Agreement, provided the party seeking to terminate this Agreement shall provide at least ten (10) calendar days' written notice to the other party of such failure or nonperformance and such other party shall have a ten (10) calendar day period within which to cure such failure or nonperformance (or such longer period as may be reasonably necessary to cure such failure or nonperformance if such failure or nonperformance cannot reasonably be cured with such 10-day period). Termination shall be the sole remedy for default. In no event shall either party be liable for monetary damages, attorney fees and costs, or any other cost or expense for the default or termination of this Agreement, and any such right to recover damages is expressly

waived. Notwithstanding the foregoing, in no event shall any cure period hereunder extend the term of this Agreement and in no event shall City terminate this Agreement absent a finding of uncured material default on the part of Developer.

12. Termination of this Agreement.

Subject to the terms of Section 2, this Agreement shall terminate at the expiration of the Exclusive Negotiating Period (or at the end of any authorized extension thereof), and, provided a Conveyance Instrument has not been executed by the City and Developer, no party shall have any further duty or obligation to any other party. If a Conveyance Instrument has been executed by the City and the Developer, the Conveyance Instrument shall supersede this Agreement and thereafter govern the rights and obligations of the Parties with respect to the sale of the Property and the development of the Project.

13. Governing Law.

This Agreement and the legal relations between the Parties hereto shall be governed by and construed and enforced in accordance with the laws of the State of California. Hence, the location for any action by either party shall be in Orange County.

14. No Other Agreement.

This Agreement constitutes the entire agreement of the Parties hereto with respect to the subject matter hereof and supersedes any and all prior agreements and understandings between the Parties. There are no agreements or understandings between the Parties and no representations by either party to the other as an inducement to enter into this Agreement, except as expressly set forth herein. Notwithstanding anything provided herein to the contrary, whether expressed or implied, the City and the Developer shall have no obligation to enter into a Conveyance Instrument with the other and neither the City or the Developer (nor its officers, members, staff or agents) have made any promises to the other than to exclusively negotiate a Conveyance Instrument for the Property in good faith during the Exclusive Negotiating Period, and no statements of City or Developer (or its officers, members, staff or agents) as to future obligations shall be binding upon either party unless and until a Conveyance Instrument has been approved and executed by the City and the Developer.

15. Notices.

Any notice which is required or which may be given hereunder may be delivered or mailed to the party to be notified, as follows:

If to Developer: Fine Hospitality Group, LLC
640 W. Lambert Rd
Brea, CA 92821
Attention: Ken Pansuria, President and CEO

If to City: City of Placentia
401 East Chapman Avenue
Placentia, CA 92870
Attention: Damien Arrula, City Administrator

With a copy to: Jones & Mayer
3777 North Harbor Boulevard
Fullerton, CA 92835
Attention: Christian Bettenhausen

16. Indemnification.

Developer shall indemnify, defend, and hold City and its respective elected and appointed officials, officers, attorneys, employees, and agents (collectively, "City Indemnitees") harmless from any and all claims, actions, suits and other liability (collectively, "Claims") asserted against City resulting from or in connection with Developer's execution of this Agreement and/or Developer's performance under this Agreement. This indemnity shall survive the expiration or termination of this Agreement. In the event that any Claim should be filed against any of the City Indemnitees which would require indemnification by Developer hereunder, City shall notify the Developer of such claim in a timely manner to permit Developer the opportunity to provide adequate representation to the City Indemnitees with respect to any such Claim. Notwithstanding anything in the foregoing to the contrary, this Section shall not be construed to mean that Developer shall hold the City Indemnitees harmless and/or defend them to the extent of any Claim(s) arising from the sole negligence, willful misconduct or illegal acts of any of the City Indemnitees and/or the failure of the City Indemnitees to follow any procedure or law applicable to the City.

17. Counterparts.

This Agreement may be executed in counterparts, each of which when so executed shall be deemed an original, and all of which, together, shall constitute one and the same instrument.

18. Effect of Agreement.

All Parties expressly acknowledge and agree as follows: (a) City and Developer shall promptly commence the good faith negotiation of a Conveyance Instrument, in the City's discretion, upon execution of this Agreement; (b) upon the execution of a Conveyance Instrument by the Parties, if one is agreed to, then this Agreement shall be null and void and of no effect and shall be superseded by the terms and conditions of the Conveyance Instrument; and (c) if a Conveyance Instrument is not executed between the Parties by the expiration of the Exclusive Negotiating Period then this Agreement shall be of no further force and effect, and neither party shall have any further obligation to each other.

Notwithstanding any other provision of this Agreement to the contrary, Developer acknowledges and expressly agrees as follows: (a) that this Agreement does not obligate City in any way to approve, in whole or in part, any of the matters described in this Agreement, including, (without limitation) matters pertaining to land use entitlements or approvals, permits, waivers or reduction of fees, development or financing of the Site or any other matters to be acted on by City, as applicable; (b) that all such matters shall be considered and processed by City in accordance with all otherwise applicable City requirements and procedures; and (c) that City reserve all rights to approve, disapprove or approve with conditions all such matters in their sole discretion. Developer acknowledges that any and all expenditures made by it are not recoverable by Developer in the event that a subsequent Conveyance Instrument, agreement, land use entitlement application, or permit application is not approved.

[Signatures of Parties on following page]

IN WITNESS WHEREOF, the Parties have executed this Agreement as of the date first written above.

“City”

ATTEST:

CITY OF PLACENTIA

By: _____
Patrick Melia, City Clerk

By: _____
Damien Arrula, City Administrator

Approved as to form:

JONES & MAYER

By: _____
Christian Bettenhausen
City Attorney

“Developer”

Fine Hospitality Group, LLC

By: _____

Its: _____

EXHIBIT 1
PRELIMINARY SITE PLAN

[Insert]

EXHIBIT 2
LEGAL DESCRIPTION

[Insert]

EXHIBIT 3
CITY INSURANCE REQUIREMENTS

[Insert]

EXHIBIT 4

ESTIMATED TIMEFRAME FOR NEGOTIATION/SCHEDULE OF PERFORMANCE

#	<u>Activity</u>	<u>Responsible Party</u>	<u>Date</u>
1.	City reviews and provides comments on ENA Attachment - Exhibit 1: Site Plan	City	Within 15 days from the Effective Date of the ENA
2.	Developer revises and submits proposed Site Plan to City (If necessary)	Developer	Within 15 days from receipt of City's comments on draft Site Plan
3.	City shall commence drafting Conveyance Instrument	City	Within 15 days from the Effective Date of the ENA or Developer's submission of revised Site Plan, whichever occurs later
4.	Developer submits Financial Information to City (pursuant to Section 4(a) of the ENA)	Developer	Within 15 days from the Effective Date of the ENA
5.	Developer provides disclosure of Developer's principals, partners, joint ventures, and consultants to City (pursuant to Section 4(b) of the ENA)	Developer	Within 30 days from the Effective Date of the ENA
6.	Finalize the Site Plan in a manner such that these materials can serve as a sufficient CEQA project description. City and Developer to diligently and in good faith commence the CEQA process and conduct any requisite environmental review for the Conveyance Instrument	Developer and City	Within 30 days from the Effective Date of the ENA

7.	Developer to conduct due diligence of the Project Site to determine Project feasibility	Developer	Within 60 days from the Effective Date of the ENA
8.	Developer submits preliminary proforma to City (pursuant to Section 4(d) of the ENA)	Developer	Within 45 days from the Effective Date of the ENA or Developer's submission of revised Site Plan, whichever occurs later
9.	Developer submits proposed Public Outreach Plan to City (pursuant to Section 4(e) of the ENA)	Developer	Within 60 calendar days from the Effective Date of the ENA
10.	Complete preparation of any requisite CEQA review for the Conveyance Instrument in accordance with applicable laws and regulations	City and Developer	No later than 90 days after Effective Date of the ENA



Placentia City Council

AGENDA REPORT

TO: CITY COUNCIL

VIA: CITY ADMINISTRATOR

FROM: DIRECTOR OF PUBLIC WORKS

DATE: APRIL 3, 2018

SUBJECT: **PROFESSIONAL SERVICES AGREEMENT FOR ENGINEERING SERVICES FOR THE DESIGN OF THE TOD/CROWTHER AVENUE SEWER PIPELINE PROJECT**

FISCAL

IMPACT: EXPENSE: \$318,437 PROFESSIONAL ENGINEERING SERVICES

REVENUE: \$318,437 SEWER FUND

No General Fund dollars will be used on this project.

SUMMARY:

The 2017 Sanitary Sewer Master Plan and Condition Assessment (SMP) evaluated the City's sewer collection system within the Transit-Oriented Development Zone (TOD) and identified deficiencies. The TOD project area at full build-out will increase residential and commercial densities, resulting in increased sewer flows that exceed the carrying capacity of the existing sewer collection system. The existing sewer line in Crowther Avenue ranges from 10 to 12 inches and the anticipated new development will require that the sewer line be upsized to 18 inches. Given that the first TOD project is slated to start construction in June 2018, and there are other development projects that will be forthcoming soon, it is necessary to begin the design process for upgrading the Crowther sewer line. This will ensure that new TOD developments are able to connect to the new sewer line and avoid delays in occupying the new residential and commercial units.

Staff is recommending Dudek Corporation (Dudek) to complete the necessary design and engineering work to upgrade the Crowther sewer line to accommodate new TOD development. Dudek recently completed a Citywide Sanitary Sewer Master Plan update as well as a focused sewer capacity analysis report for the TOD project area. Dudek is very familiar with the conditions of the existing sewer collection system, and the proposed future TOD development along Crowther Avenue. Dudek will be able to utilize previously captured data and analysis to quickly mobilize and efficiently prepare the final engineered sewer improvement plans to be used to construct the new sewer line. While the TOD Impact Fees are designed to cover the total costs associated with this infrastructure, given that the City will not receive all of these funds until such time as development occurs, it is necessary for the City to enter into a short-term loan agreement between the City's Sewer Maintenance Fund and Transit-Oriented District Sewer Development Impact Fund to advance the funds necessary to complete the engineering design work.

1.g.
April 3, 2018

RECOMMENDATION:

It is recommended that City Council take the following actions:

1. Award a Professional Services Agreement for a not-to-exceed amount of \$318,437 to Dudek Corporation, for Engineering Services for the Design of the Crowther Sewer Pipeline Project; and
2. Approve a short-term loan and repayment agreement of \$318,437 between the City of Placentia Sewer Maintenance Fund and the City of Placentia Transit-Oriented District Sewer Development Impact Fund to advance engineering design work on this project; and
3. Direct Staff to repay the City of Placentia Sewer Maintenance Fund upon receipt of the TOD Sewer Development Impact Fees from the Integral/Lyon Living Project; and
4. Authorize the City Administrator to approve contract change orders up to 10% of the contract amount, or \$31,843; and
5. Authorize the City Administrator and/or his designee to execute all the necessary documents, in a form approved by the City Attorney.

DISCUSSION:

As part of the City's recently completed Sewer Master Plan (SMP) update, the City's consultant conducted a sewer capacity study of the planned Transit Oriented Development (TOD) project area. The study determined that the existing sewer collection system within and downstream of the proposed TOD project area on Crowther Avenue is under-sized and does not provide sufficient capacity to serve all of the new planned development in the TOD at full build-out. A project study report was completed by Dudek for the purpose of determining the scope of work needed to increase sewer capacity to serve the TOD as well as cost estimates to complete this work. Those cost estimates were built into the recently approved TOD Development Impact Fee Schedule, and a separate TOD Sewer Impact Fee was created for TOD developers to fund the cost of the new sewer pipeline.

The existing collection system within the project area consists of a 10-inch diameter sewer line which conveys flows westerly on Crowther Avenue approximately 3,200 feet, then increasing to 12 inches in diameter as it turns south on Placentia Avenue for 2,200 feet. The sewer pipeline then turns west on Orangethorpe Avenue for an additional 1,900 feet before connecting to Orange County Sanitation District's 48-inch diameter trunk line at the intersection of State College Boulevard and Orangethorpe Avenue. The sewer capacity study recommends upsizing the sewer line to an 18-inch pipe in order to accommodate the increased sewer flows generated by all of the planned TOD projects at full build-out.

Development within the TOD is moving quickly. The City Council recently approved the Integral/Lyon Living project which is expected to break ground in June 2018. A request for proposals to develop the City's packinghouse property site is currently circulating within the

development community. A proposed 415 unit development on the west side of the TOD will be submitting entitlement applications in the very near future. Based on the sewer hydrology calculations prepared, it has been determined that there is sufficient capacity in the existing 10-inch sewer line to accommodate the Integral/Lyon Living project. However, there is insufficient capacity to accommodate a forthcoming 415 unit development or the City's mixed-use project site. As such, the City needs to advance work on the design and construction of the new sewer line as quickly as possible so as not to delay the start or completion of new TOD projects. If the new 415 units were to be completed before the new sewer line is installed, the developer would be unable to begin renting and occupying those units or completing the planned streetscape improvements until the sewer line project is completed. Cities often have to advance infrastructure improvements ahead of private development projects to ensure a seamless transition during the development process.

Each TOD developer will pay a TOD Sewer Development Impact fee based on the number of new units they construct. The City is scheduled to receive a total of \$358,620 in TOD Sewer Impact Fees from the Integral/Lyon Living Project per the existing Development Agreement. This amount is due when the City issues the first building permit for the project. Based on their current schedule, staff anticipates Integral/Lyon Living will pull the first building permit for their project in June 2018. The recommended actions proposed for Council consideration this evening will allow the City to advance the engineering design process by at least three (3) months with the scope of work expected to be completed within six (6) months. Once TOD Sewer Development Impact Fees are received from Integral/Lyon Living this summer, the City's Sewer Fund will be repaid in full. This action effectively functions as a bridge loan to allow the City to gain extra time to move this project forward as it is a critical path element that could potentially stall further development within the TOD.

Dudek has completed a number of sewer-related projects for the City in the past and most recently completed the update to the City's Sewer Master Plan. Dudek also prepared the project study report and completed the sewer capacity analysis for the TOD project area. As such, Dudek is intimately familiar with the City's sewer utility system as well as the TOD project area. This familiarity with the project and the data already collected and analyzed allows Dudek to quickly mobilize and begin work on the final engineering design and preparation of improvement plans and bid documents.

FISCAL IMPACT:

There are sufficient unallocated funds in the Sewer Fund for the recommended actions. A loan note has been prepared to transfer a total of \$318,437 in Sewer Funds to the TOD Sewer Development Impact Fee Fund to cover the cost for these services.

Prepared by:



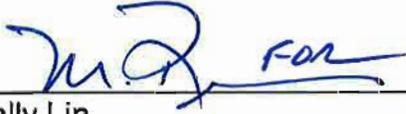
Masoud Sepahi, P.E.
City Engineer

Reviewed and approved:



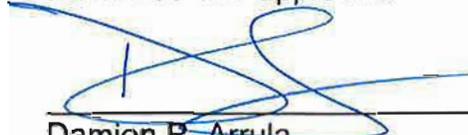
Luis Estevez
Director of Public Works

Reviewed and approved:

Handwritten signature in blue ink, appearing to read "M.L. FOR".

Shally Lin
Senior Financial Advisor

Reviewed and approved:

Handwritten signature in blue ink, appearing to read "D. Arrula".

Damien R. Arrula
City Administrator

Attachments:

1. Professional Services Agreement with Dudek Corporation
2. Resolution No. 2018-XX
3. Repayment Agreement

**CITY OF PLACENTIA
PROFESSIONAL SERVICES AGREEMENT
WITH
DUDEK, INC.**

THIS AGREEMENT is made and entered into this 3rd day of April, 2018 ("Effective Date"), by and between the CITY OF PLACENTIA, a municipal corporation ("City"), and Dudek Corporation, a California corporation. ("Consultant").

WITNESSETH:

A. WHEREAS, City proposes to utilize the services of Consultant as an independent contractor to provide engineering design services for upgrading the sanitary sewer collection system on Crowther Avenue, approximately 3,200 feet of sewer pipeline, as more fully described herein; and

B. WHEREAS, Consultant represents that it is "design professional" as that term is defined by California Civil Code Section 2782.8 and has that degree of specialized expertise contemplated within California Government Code Section 37103, and holds all necessary licenses to practice and perform the services herein contemplated; and

C. WHEREAS, City and Consultant desire to contract for the specific services described in Exhibit "A" (the "Project") and desire to set forth their rights, duties and liabilities in connection with the services to be performed; and

D. WHEREAS, no official or employee of City has a financial interest, within the provisions of Sections 1090-1092 of the California Government Code, in the subject matter of this Agreement.

NOW, THEREFORE, for and in consideration of the mutual covenants and conditions contained herein, the parties hereby agree as follows:

1.0. SERVICES PROVIDED BY CONSULTANT

1.1. Scope of Services. Consultant shall provide the professional services described in the Consultant's Proposal ("Proposal"), attached hereto as Exhibit "A" and incorporated herein by this reference.

1.2. Professional Practices. All professional services to be provided by Consultant pursuant to this Agreement shall be provided by personnel experienced in their respective fields and in a manner consistent with the standards of care, diligence and skill ordinarily exercised by professional consultants in similar fields and circumstances in accordance with sound professional practices. Consultant also warrants that it is familiar with all laws that may affect its performance of this Agreement and shall advise City of any changes in any laws that may affect Consultant's performance of this Agreement. Consultant shall keep itself informed of State and Federal laws and regulations which in any manner affect those employed by it or in any way affect the performance of its service pursuant to this Agreement. The Consultant shall at all times observe and comply with all such laws and regulations. Officers and employees shall not be liable at law or in equity occasioned by failure of the Consultant to comply with this section.

1.3. Performance to Satisfaction of City. Consultant agrees to perform all the work to the complete satisfaction of the City and within the hereinafter specified. Evaluations of the work will be done by the City Administrator or his or her designee. If the quality of work is not

satisfactory, City in its discretion has the right to:

- (a) Meet with Consultant to review the quality of the work and resolve the matters of concern;
- (b) Require Consultant to repeat the work at no additional fee until it is satisfactory; and/or
- (c) Terminate the Agreement as hereinafter set forth.

1.4. Warranty. Consultant warrants that it shall perform the services required by this Agreement in compliance with all applicable Federal and California employment laws, including, but not limited to, those laws related to minimum hours and wages; occupational health and safety; fair employment and employment practices; workers' compensation insurance and safety in employment; and all other Federal, State and local laws and ordinances applicable to the services required under this Agreement. Consultant shall indemnify and hold harmless City from and against all claims, demands, payments, suits, actions, proceedings, and judgments of every nature and description including attorneys' fees and costs, presented, brought, or recovered against City for, or on account of any liability under any of the above-mentioned laws, which may be incurred by reason of Consultant's performance under this Agreement.

1.5. Non-discrimination. In performing this Agreement, Consultant shall not engage in, nor permit its agents to engage in, discrimination in employment of persons because of their race, religion, color, national origin, ancestry, age, physical handicap, medical condition, marital status, sexual gender or sexual orientation, except as permitted pursuant to Section 12940 of the Government Code. Such actions shall include, but not be limited to the following: employment, upgrading, demotion or transfer, recruitment or recruitment advertising, layoff or termination, rates of pay or other forms of compensation and selection for training, including apprenticeship. Consultant agrees to post in conspicuous places, available to employees and applicants for employment, a notice setting forth provisions of this non-discrimination clause.

Consultant shall, in all solicitations and advertisements for employees placed by, or on behalf of Consultant shall state that all qualified applicants will receive consideration for employment without regard to age, race, color, religion, sex, marital status, national origin, or mental or physical disability. Consultant shall cause the paragraphs contained in this Section to be inserted in all subcontracts for any work covered by the Agreement, provided that the foregoing provisions shall not apply to subcontracts for standard commercial supplies or raw materials.

1.6. Non-Exclusive Agreement. Consultant acknowledges that City may enter into agreements with other consultants for services similar to the services that are subject to this Agreement or may have its own employees perform services similar to those services contemplated by this Agreement.

1.7. Delegation and Assignment. This is a personal service contract, and the duties set forth herein shall not be delegated or assigned to any person or entity without the prior written consent of City. Consultant may engage a subcontractor(s) as permitted by law and may employ other personnel to perform services contemplated by this Agreement at Consultant's sole cost and expense. All insurance requirements contained in this Agreement are independantly applicable to any and all subcontractors that Consultant may engage during the term of this Agreement.

1.8. Confidentiality. Employees of Consultant in the course of their duties may have access to financial, accounting, statistical, and personnel data of private individuals and employees of City. Consultant covenants that all data, documents, discussion, or other information developed or received by Consultant or provided for performance of this Agreement are deemed confidential and shall not be disclosed by Consultant without written authorization by City. City shall grant such authorization if disclosure is required by law. All City data shall be returned to City upon the termination of this Agreement. Consultant's covenant under this Section shall survive the termination of this Agreement.

2.0. COMPENSATION AND BILLING

2.1. Compensation. Consultant shall be paid in accordance with the fee schedule set forth in Exhibit "A". Consultant's total compensation shall not exceed Three Hundred Eighteen Thousands and Four Hundred Thirty Seven Dollars (\$318,437.00).

2.2. Additional Services. Consultant shall not receive compensation for any services provided outside the scope of services specified in the Consultant's Proposal or which is inconsistent with or in violation of the provisions of this Agreement unless the City or the Project Manager for this Project, prior to Consultant performing the additional services, approves such additional services in writing. It is specifically understood that oral requests and/or approvals of such additional services or additional compensation shall be barred and are unenforceable. Should the City request in writing additional services that increase the hereinabove described "SCOPE OF SERVICES", an additional fee based upon the Consultant's standard hourly rates shall be paid to the Consultant for such additional services. Such increase in additional fees shall be limited to 25% of the total contract sum or \$25,000 whichever is more. The City Engineer is authorized to approve a Change Order for such additional services.

2.3. Method of Billing. Consultant may submit invoices to the City for approval on a progress basis, but no more often than two times a month. Said invoice shall be based on the total of all Consultant's services which have been completed to City's sole satisfaction. City shall pay Consultant's invoice within forty-five (45) days from the date City receives said invoice. Each invoice shall describe in detail, the services performed, the date of performance, and the associated time for completion. Any additional services approved and performed pursuant to this Agreement shall be designated as "Additional Services" and shall identify the number of the authorized change order, where applicable, on all invoices.

2.4. Records and Audits. Records of Consultant's services relating to this Agreement shall be maintained in accordance with generally recognized accounting principles and shall be made available to City or its Project Manager for inspection and/or audit at mutually convenient times for a period of three (3) years from the Effective Date.

3.0. TIME OF PERFORMANCE

3.1. Commencement and Completion of Work. The professional services to be performed pursuant to this Agreement shall commence within five (5) days from the Effective Date of this Agreement. Said services shall be performed in strict compliance with the Project Schedule approved by City as set forth in Exhibit "A".

3.2. Excusable Delays. Neither party shall be responsible for delays or lack of performance resulting from acts beyond the reasonable control of the party or parties. Such acts shall include, but not be limited to, acts of God, fire, strikes, material shortages, compliance with laws or regulations, riots, acts of war, or any other conditions beyond the reasonable control of a party. If a delay beyond the control of the Consultant is encountered, a time

extension may be mutually agreed upon in writing by the City and the Consultant. The Consultant shall present documentation satisfactory to the City to substantiate any request for a time extension.

4.0. TERM AND TERMINATION

4.1. Term. This Agreement shall commence on the Effective Date and continue for a period of 24 months, ending on April 2, 2020, unless previously terminated as provided herein or as otherwise agreed to in writing by the parties.

4.2. Notice of Termination. The City reserves and has the right and privilege of canceling, suspending or abandoning the execution of all or any part of the work contemplated by this Agreement, with or without cause, at any time, by providing at least fifteen (15) days prior written notice to Consultant. The termination of this Agreement shall be deemed effective upon receipt of the notice of termination. In the event of such termination, Consultant shall immediately stop rendering services under this Agreement unless directed otherwise by the City. If the City suspends, terminates or abandons a portion of this Agreement such suspension, termination or abandonment shall not make void or invalidate the remainder of this Agreement.

If the Consultant defaults in the performance of any of the terms or conditions of this Agreement, it shall have ten (10) days after service upon it of written notice of such default in which to cure the default by rendering a satisfactory performance. In the event that the Consultant fails to cure its default within such period of time, the City shall have the right, notwithstanding any other provision of this Agreement, to terminate this Agreement without further notice and without prejudice to any other remedy to which it may be entitled at law, in equity or under this Agreement.

The City shall have the right, notwithstanding any other provisions of this Agreement, to terminate this Agreement, at its option and without prejudice to any other remedy to which it may be entitled at law, in equity or under this Agreement, immediately upon service of written notice of termination on the Consultant, if the latter should:

- a. Be adjudged a bankrupt;
- b. Become insolvent or have a receiver of its assets or property appointed because of insolvency;
- c. Make a general assignment for the benefit of creditors;
- d. Default in the performance of any obligation or payment of any indebtedness under this Agreement;
- e. Suffer any judgment against it to remain unsatisfied or unbonded of record for thirty (30) days or longer; or
- f. Institute or suffer to be instituted any procedures for reorganization or rearrangement of its affairs.

4.3. Compensation. In the event of termination, City shall pay Consultant for reasonable costs incurred and professional services satisfactorily performed up to and including the date of City's written notice of termination within thirty-five (35) days after service of the notice of termination. Compensation for work in progress shall be prorated based on the percentage of work completed as of the effective date of termination in accordance with the fees set forth herein. In ascertaining the professional services actually rendered hereunder up to the

effective date of termination of this Agreement, consideration shall be given to both completed work and work in progress, to complete and incomplete drawings, and to other documents pertaining to the services contemplated herein whether delivered to the City or in the possession of the Consultant. City shall not be liable for any claim of lost profits.

4.4. Documents. In the event of termination of this Agreement, all documents prepared by Consultant in its performance of this Agreement including, but not limited to, finished or unfinished design, development and construction documents, data studies, drawings, maps and reports, shall be delivered to the City within ten (10) days of delivery of termination notice to Consultant, at no cost to City. Any use of uncompleted documents without specific written authorization from Consultant shall be at City's sole risk and without liability or legal expense to Consultant.

5.0. INSURANCE

5.1. Minimum Scope and Limits of Insurance. Consultant shall obtain, maintain, and keep in full force and effect during the life of this Agreement all of the following minimum scope of insurance coverages with an insurance company admitted to do business in California, rated "A," Class X, or better in the most recent Best's Key Insurance Rating Guide, and approved by City:

- (a) Broad-form commercial general liability, in a form at least as broad as ISO form #CG 00 01 04 13, including premises-operations, products/completed operations, broad form property damage, blanket contractual liability, independent contractors, personal injury or bodily injury with a policy limit of not less than One Million Dollars (\$1,000,000.00), combined single limits, per occurrence. If such insurance contains a general aggregate limit, it shall apply separately to this Agreement or shall be twice the required occurrence limit. If Consultant maintains higher limits than the specified minimum limits, City requires and shall be entitled to coverage for the high limits maintained by the Consultant.
- (b) Business automobile liability for owned vehicles, hired, and non-owned vehicles, with a policy limit of not less than One Million Dollars (\$1,000,000.00), combined single limits, each incident for bodily injury and property damage.
- (c) Workers' compensation insurance as required by the State of California and Employers Liability Insurance with a minimum limit of \$1,000,000 per accident for any employee or employees of Consultant. Consultant agrees to waive, and to obtain endorsements from its workers' compensation insurer waiving subrogation rights under its workers' compensation insurance policy against the City, its officers, agents, employees, and volunteers for losses arising from work performed by Consultant for the City and to require each of its subcontractors, if any, to do likewise under their workers' compensation insurance policies.

Before execution of this Agreement by the City, the Consultant shall file with the Public Works Director/City Engineer the following signed certification:

I am aware of, and will comply with, Section 3700 of the Labor Code, requiring every employer to be insured against liability of Workers' Compensation or to undertake self-insurance before commencing any of the work.

The Consultant shall also comply with Section 3800 of the Labor Code by securing, paying for and maintaining in full force and effect for the duration of this Agreement, complete Workers' Compensation Insurance, and shall furnish a Certificate of Insurance to the Public Works Director/City Engineer before execution of this Agreement by the City. The City, its officers and employees shall not be responsible for any claims in law or equity occasioned by failure of the consultant to comply with this section.

- (d) Professional errors and omissions ("E&O") liability insurance with policy limits of not less than One Million Dollars (\$1,000,000.00), combined single limits, per occurrence and aggregate. Architects' and engineers' coverage shall be endorsed to include contractual liability. If the policy is written as a "claims made" policy, the retro date shall be prior to the start of the contract work. Consultant shall obtain and maintain, said E&O liability insurance during the life of this Agreement and for three years after completion of the work hereunder.

Neither the CITY nor any of its elected or appointed officials, officers, agents, employees, or volunteers makes any representation that the types of insurance and the limits specified to be carried by Consultant under this Agreement are adequate to protect Consultant. If Consultant believes that any such insurance coverage is insufficient, Consultant shall provide, at its own expense, such additional insurance as Consultant deems adequate.

5.2. Endorsements. The commercial general liability insurance policy and business automobile liability policy shall contain or be endorsed to contain the following provisions:

- (a) Additional insureds: "The City of Placentia and its elected and appointed boards, officers, officials, agents, employees, and volunteers are additional insureds with respect to: liability arising out of activities performed by or on behalf of the Consultant pursuant to its contract with the City; products and completed operations of the Consultant; premises owned, occupied or used by the Consultant; automobiles owned, leased, hired, or borrowed by the Consultant."
- (b) Notice: "Consultant shall provide immediate written notice if (1) any of the required insurance policies is terminated; (2) the limits of any of the required policies are reduced; (3) or the deductible or self insured retention is increased. In the event of any cancellation or reduction in coverage or limits of any insurance, Consultant shall forthwith obtain and submit proof of substitute insurance. Should Consultant fail to immediately procure other insurance, as specified, to substitute for any canceled policy, the City may procure such insurance at Consultant's sole cost and expense."
- (c) Other insurance: "The Consultant's insurance coverage shall be primary insurance as respects the City of Placentia, its officers, officials, agents, employees, and volunteers. Any other insurance maintained by the City of

Placentia shall be excess and not contributing with the insurance provided by this policy."

- (d) Any failure to comply with the reporting provisions of the policies shall not affect coverage provided to the City of Placentia, its officers, officials, agents, employees, and volunteers.
- (e) The Consultant's insurance shall apply separately to each insured against whom claim is made or suit is brought, except with respect to the limits of the insurer's liability.

5.3. Deductible or Self Insured Retention. If any of such policies provide for a deductible or self-insured retention to provide such coverage, the amount of such deductible or self-insured retention shall be approved in advance by City. No policy of insurance issued as to which the City is an additional insured shall contain a provision which requires that no insured except the named insured can satisfy any such deductible or self-insured retention.

5.4. Certificates of Insurance. Consultant shall provide to City certificates of insurance showing the insurance coverages and required endorsements described above, in a form and content approved by City, prior to performing any services under this Agreement. The certificates of insurance and endorsements shall be attached hereto as Exhibit "B" and incorporated herein by this reference.

5.5. Non-limiting. Nothing in this Section shall be construed as limiting in any way, the indemnification provision contained in this Agreement, or the extent to which Consultant may be held responsible for payments of damages to persons or property.

6.0. GENERAL PROVISIONS

6.1. Entire Agreement. This Agreement constitutes the entire agreement between the parties with respect to any matter referenced herein and supersedes any and all other prior writings and oral negotiations. This Agreement may be modified only in writing, and signed by the parties in interest at the time of such modification. The terms of this Agreement shall prevail over any inconsistent provision in any other contract document appurtenant hereto, including exhibits to this Agreement.

6.2. Representatives. The City Administrator or his or her designee shall be the representative of City for purposes of this Agreement and may issue all consents, approvals, directives and agreements on behalf of the City, called for by this Agreement, except as otherwise expressly provided in this Agreement.

Consultant shall designate a representative for purposes of this Agreement who shall be authorized to issue all consents, approvals, directives and agreements on behalf of Consultant called for by this Agreement, except as otherwise expressly provided in this Agreement.

6.3. Project Managers. City shall designate a Project Manager to work directly with Consultant in the performance of this Agreement. It shall be the Consultant's responsibility to assure that the Project Manager is kept informed of the progress of the performance of the services and the Consultant shall refer any decision, which must be made by City, to the Project Manager. Unless otherwise specified herein, any approval of City required hereunder shall mean the approval of the Project Manager.

Consultant shall designate a Project Manager who shall represent it and be its agent in all consultations with City during the term of this Agreement and who shall not be changed by Consultant without the express written approval by the City. Consultant or its Project Manager shall attend and assist in all coordination meetings called by City.

6.4. Notices. Any notices, documents, correspondence or other communications concerning this Agreement or the work hereunder may be provided by personal delivery, facsimile or if mailed, shall be addressed as set forth below and placed in a sealed envelope, postage prepaid, and deposited in the United States Postal Service. Such communication shall be deemed served or delivered: a) at the time of delivery if such communication is sent by personal delivery; b) at the time of transmission if such communication is sent by facsimile; and c) 72 hours after deposit in the U.S. Mail as reflected by the official U.S. postmark if such communication is sent through regular United States mail.

IF TO CONSULTANT:

Dudek Corporation
605 Third Street
Encinitas, California 92024

Tel: 760-942-5147
Fax: 760-632-0164
Attn: Russ Bergholz, P.E.

IF TO CITY:

City of Placentia
401 E. Chapman
Placentia, CA 92870

Tel: 714-993-8132
Fax: 714-528-4640
Attn: Masoud Sepahi, P.E.

6.5. Attorneys' Fees. In the event that litigation is brought by any party in connection with this Agreement, the prevailing party shall be entitled to recover from the opposing party all costs and expenses, including reasonable attorneys' fees, incurred by the prevailing party in the exercise of any of its rights or remedies hereunder or the enforcement of any of the terms, conditions, or provisions hereof.

6.6. Governing Law. This Agreement shall be governed by and construed under the laws of the State of California without giving effect to that body of laws pertaining to conflict of laws. In the event of any legal action to enforce or interpret this Agreement, the parties hereto agree that the sole and exclusive venue shall be a court of competent jurisdiction located in Orange County, California. Consultant agrees to submit to the personal jurisdiction of such court in the event of such action.

6.7. Assignment. Consultant shall not voluntarily or by operation of law assign, transfer, sublet or encumber all or any part of Consultant's interest in this Agreement without City's prior written consent. Any attempted assignment, transfer, subletting or encumbrance shall be void and shall constitute a breach of this Agreement and cause for termination of this Agreement. Regardless of City's consent, no subletting or assignment shall release Consultant of Consultant's obligation to perform all other obligations to be performed by Consultant hereunder for the term of this Agreement.

6.8. Indemnification and Hold Harmless. Consultant agrees to defend, indemnify, hold free and harmless the City, its elected and appointed officials, officers, agents and employees, at Consultant's sole expense, from and against any and all claims, demands, actions, suits or other legal proceedings arising out of, pertaining to, or relating to the negligence, recklessness, or willful misconduct of Consultant brought against the City, its elected and appointed officials, officers, agents and employees arising out of the performance of the Consultant, its employees, and/or authorized subcontractors, of the work undertaken

pursuant to this Agreement. The defense obligation provided for hereunder shall apply whenever any claim, action, complaint or suit asserts liability against the City, its elected and appointed officials, officers, agents and employees based upon the negligence, recklessness, or willful misconduct of the Consultant, its employees, and/or authorized subcontractors under this Agreement, whether or not the Consultant, its employees, and/or authorized subcontractors are specifically named or otherwise asserted to be liable. Notwithstanding the foregoing, the Consultant shall not be liable for the defense or indemnification of the City for claims, actions, complaints or suits arising out of the sole active negligence or willful misconduct of the City. This provision shall supersede and replace all other indemnity provisions contained either in the City's specifications or Consultant's Proposal, which shall be of no force and effect.

6.9. Independent Contractor. Consultant is and shall be acting at all times as an independent contractor and not as an employee of City. Consultant shall have no power to incur any debt, obligation, or liability on behalf of City or otherwise act on behalf of City as an agent. Neither City nor any of its agents shall have control over the conduct of Consultant or any of Consultant's employees, except as set forth in this Agreement. Consultant shall not, at any time, or in any manner, represent that it or any of its or employees are in any manner agents or employees of City. Consultant shall secure, at its sole expense, and be responsible for any and all payment of Income Tax, Social Security, State Disability Insurance Compensation, Unemployment Compensation, and other payroll deductions for Consultant and its officers, agents, and employees, and all business licenses, if any are required, in connection with the services to be performed hereunder. Consultant shall indemnify and hold City harmless from any and all taxes, assessments, penalties, and interest asserted against City by reason of the independent contractor relationship created by this Agreement. Consultant further agrees to indemnify and hold City harmless from any failure of Consultant to comply with the applicable worker's compensation laws. City shall have the right to offset against the amount of any fees due to Consultant under this Agreement any amount due to City from Consultant as a result of Consultant's failure to promptly pay to City any reimbursement or indemnification arising under this paragraph.

6.10. PERS Eligibility Indemnification. In the event that Consultant or any employee, agent, or subcontractor of Consultant providing services under this Agreement claims or is determined by a court of competent jurisdiction or the California Public Employees Retirement System (PERS) to be eligible for enrollment in PERS as an employee of the City, Consultant shall indemnify, defend, and hold harmless City for the payment of any employee and/or employer contributions for PERS benefits on behalf of Consultant or its employees, agents, or subcontractors, as well as for the payment of any penalties and interest on such contributions, which would otherwise be the responsibility of City.

Notwithstanding any other agency, state or federal policy, rule, regulation, law or ordinance to the contrary, Consultant and any of its employees, agents, and subcontractors providing service under this Agreement shall not qualify for or become entitled to, and hereby agree to waive any claims to, any compensation, benefit, or any incident of employment by City, including but not limited to eligibility to enroll in PERS as an employee of City and entitlement to any contribution to be paid by City for employer contribution and/or employee contributions for PERS benefits.

6.11. Cooperation. In the event any claim or action is brought against City relating to Consultant's performance or services rendered under this Agreement, Consultant shall render any reasonable assistance and cooperation which City might require.

6.12. Ownership of Documents. All findings, reports, documents, information and data including, but not limited to, computer tapes or discs, preliminary notes, working documents,

files and tapes furnished or prepared by Consultant or any of its subcontractors in the course of performance of this Agreement, shall be and remain the sole property of City. Consultant agrees that any such documents or information shall not be made available to any individual or organization without the prior consent of City, but shall be made available to the City within ten (10) days of request or within ten (10) days of termination. Any use of such documents for other projects not contemplated by this Agreement, and any use of incomplete documents, shall be at the sole risk of City and without liability or legal exposure to Consultant. City shall indemnify and hold harmless Consultant from all claims, damages, losses, and expenses, including attorneys' fees, arising out of or resulting from City's use of such documents for other projects not contemplated by this Agreement or use of incomplete documents furnished by Consultant. Consultant shall deliver to City any findings, reports, documents, information, data, preliminary notes and working documents, in any form, including but not limited to, computer tapes, discs, files audio tapes or any other Project related items as requested by City or its authorized representative, at no additional cost to the City. Consultant or Consultant's agents shall execute such documents as may be necessary from time to time to confirm City's ownership of the copyright in such documents.

6.13. Public Records Act Disclosure. Consultant has been advised and is aware that this Agreement and all reports, documents, information and data, including, but not limited to, computer tapes, discs or files furnished or prepared by Consultant, or any of its subcontractors, pursuant to this Agreement and provided to City may be subject to public disclosure as required by the California Public Records Act (California Government Code Section 6250 *et seq.*). Exceptions to public disclosure may be those documents or information that qualify as trade secrets, as that term is defined in the California Government Code Section 6254.7, and of which Consultant informs City of such trade secret. The City will endeavor to maintain as confidential all information obtained by it that is designated as a trade secret. The City shall not, in any way, be liable or responsible for the disclosure of any trade secret including, without limitation, those records so marked if disclosure is deemed to be required by law or by order of the Court.

6.14. Conflict of Interest. Consultant and its officers, employees, associates and subconsultants, if any, will comply with all conflict of interest statutes of the State of California applicable to Consultant's services under this agreement, including, but not limited to, the Political Reform Act (Government Code Sections 81000, *et seq.*) and Government Code Section 1090. During the term of this Agreement, Consultant and its officers, employees, associates and subconsultants shall not, without the prior written approval of the City Representative, perform work for another person or entity for whom Consultant is not currently performing work that would require Consultant or one of its officers, employees, associates or subconsultants to abstain from a decision under this Agreement pursuant to a conflict of interest statute.

6.15. Responsibility for Errors. Consultant shall be responsible for its work and results under this Agreement. Consultant, when requested, shall furnish clarification and/or explanation as may be required by the City's representative, regarding any services rendered under this Agreement at no additional cost to City. In the event that an error or omission attributable to Consultant occurs, then Consultant shall, at no cost to City, provide all necessary design drawings, estimates and other Consultant professional services necessary to rectify and correct the matter to the sole satisfaction of City and to participate in any meeting required with regard to the correction.

6.16. Prohibited Employment. Consultant will not employ any regular employee of City while this Agreement is in effect.

6.17. Order of Precedence. In the event of an inconsistency in this Agreement and

any of the attached Exhibits, the terms set forth in this Agreement shall prevail. If, and to the extent this Agreement incorporates by reference any provision of any document, such provision shall be deemed a part of this Agreement. Nevertheless, if there is any conflict among the terms and conditions of this Agreement and those of any such provision or provisions so incorporated by reference, the conflict shall be resolved by giving precedence in the following order, if applicable: This Agreement, the City's Request for Proposals, the Consultant's Proposal.

6.18. Costs. Each party shall bear its own costs and fees incurred in the preparation and negotiation of this Agreement and in the performance of its obligations hereunder except as expressly provided herein.

6.19. No Third Party Beneficiary Rights. This Agreement is entered into for the sole benefit of City and Consultant and no other parties are intended to be direct or incidental beneficiaries of this Agreement and no third party shall have any right in, under or to this Agreement.

6.20. Headings. Paragraphs and subparagraph headings contained in this Agreement are included solely for convenience and are not intended to modify, explain or to be a full or accurate description of the content thereof and shall not in any way affect the meaning or interpretation of this Agreement.

6.21. Construction. The parties have participated jointly in the negotiation and drafting of this Agreement. In the event an ambiguity or question of intent or interpretation arises with respect to this Agreement, this Agreement shall be construed as if drafted jointly by the parties and in accordance with its fair meaning. There shall be no presumption or burden of proof favoring or disfavoring any party by virtue of the authorship of any of the provisions of this Agreement.

6.22. Amendments. Only a writing executed by the parties hereto or their respective successors and assigns may amend this Agreement.

6.23. Waiver. The delay or failure of either party at any time to require performance or compliance by the other of any of its obligations or agreements shall in no way be deemed a waiver of those rights to require such performance or compliance. No waiver of any provision of this Agreement shall be effective unless in writing and signed by a duly authorized representative of the party against whom enforcement of a waiver is sought. The waiver of any right or remedy in respect to any occurrence or event shall not be deemed a waiver of any right or remedy in respect to any other occurrence or event, nor shall any waiver constitute a continuing waiver.

6.24. Severability. If any provision of this Agreement is determined by a court of competent jurisdiction to be unenforceable in any circumstance, such determination shall not affect the validity or enforceability of the remaining terms and provisions hereof or of the offending provision in any other circumstance. Notwithstanding the foregoing, if the value of this Agreement, based upon the substantial benefit of the bargain for any party, is materially impaired, which determination made by the presiding court or arbitrator of competent jurisdiction shall be binding, then both parties agree to substitute such provision(s) through good faith negotiations.

6.25. Counterparts. This Agreement may be executed in one or more counterparts, each of which shall be deemed an original. All counterparts shall be construed together and shall constitute one agreement.

6.26. Corporate Authority. The persons executing this Agreement on behalf of the parties hereto warrant that they are duly authorized to execute this Agreement on behalf of said parties and that by doing so the parties hereto are formally bound to the provisions of this Agreement.

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed by and through their respective authorized officers, as of the date first above written.

CITY OF PLACENTIA,
A municipal corporation

Damien R. Arrula, City Administrator

Date: _____

ATTEST:

Patrick J. Melia, City Clerk and ex-officio Clerk
of the City of Placentia

CONSULTANT

Signature

Date: _____

Name and Title

Social Security or Taxpayer ID Number

APPROVED AS TO FORM:

Christian L. Bettenhausen, City Attorney

Date: _____

APPROVED AS TO INSURANCE:

Rosanna Ramirez, Risk Management

Date: _____

APPROVED AS TO CONTENT:

Masoud Sepahi, P.E., City Engineer

DEPARTMENTAL APPROVAL

Luis Estevez, Director of Public Works

Date: _____

Date: _____

EXHIBIT A
CONSULTANT'S PROPOSAL

January 24, 2018

Mr. Masoud Sepahi
City Engineer
City of Placentia
401 East Chapman Avenue,
Placentia, CA 92870

**Subject: Engineering Services for Design of the Crowther Sewer Pipeline
REV I**

Dear Mr. Sepahi:

Thank you for the opportunity to present the following proposal for the design of the Crowther Sewer Pipeline.

Project Background and Understanding

The City's 2017 Draft Sanitary Sewer Master Plan and Condition Assessment (SMP) identified specific deficiencies with the sewer collection system based on existing conditions and future conditions that account for re-development proposed within the City. One of the largest proposed developments is the Transit-Oriented Development (TOD Zone) Project, located just south of the existing Metrolink Station and train tracks.

The TOD Zone Project will change land uses and increase density, resulting in increased sewer flow loading to the existing collection system. The existing collection system in this area consists of a 10-inch diameter sewer, which conveys flows westerly on W Crowther Avenue approximately 3,200 feet, then increasing to 12-inches in diameter as it turns south on S. Placentia Avenue for 2,200 feet. The sewer pipeline then turns west on W Orangethorpe Avenue for an additional 1,900 feet before connecting to Orange County Sanitation District's (OCS) 48-inch diameter Newhope-Placentia Trunk Sewer at the intersection of S State College Blvd. The Newhope-Placentia Trunk Sewer was installed in 2017 with an eastern 12-inch lateral connection on W Orangethorpe Avenue for the City's existing 12-inch pipe. The 10-inch sewer on W Crowther Avenue crosses through Caltrans right-of-way, underneath the I-57 Freeway (I-57). There is also a single barrel 10-inch diameter siphon on W Crowther Avenue just west of I-57.

The SMP identifies that portions of the collection system within and downstream of the proposed Transit Oriented Development area will be under-sized upon construction of the development. The SMP recommends upsizing 1,500 feet of the existing sewer on W Crowther Avenue beginning at S Bradford Avenue to 15-inch pipe and 5,800 feet of the existing sewer on W Crowther Avenue, S Placentia Avenue, and W Orangethorpe Avenue to 18-inch pipe.

As development is advanced within the TOD zone, the existing infrastructure needs to be upsized ahead of the development in preparation for the additional projected sewer flows.

The project will include the following elements, detailed in the Scope of Work section:

- Preliminary Design
- Surveying (aerial) along the project alignment
- Potholing (up to 20) of existing utilities and potential conflicts to address during the design phase.
- Geotechnical Investigation (up to 9 borings) along the alignment to identify subsurface soil conditions for shoring, groundwater potential and constructability.
- Preparation of construction documents for the installation of 7,300 linear feet of new sewer pipeline, parallel to the existing pipeline to be abandoned post construction.
- Traffic control design plans to address the level of effort anticipated for traffic management during the construction phase.
- Environmental permitting related to CEQA compliance. The project is assumed to require a Mitigated Negative Declaration (MND) at this time (see below).
- Caltrans permitting associated with crossing I-57.
- Bidding and Construction support services.
- Project Management, subconsultant management, and meetings.

The project triggers a MND due to two specific criteria under CEQA:

1. CEQA Statute Section 21080.21 states (statutory exemption does not apply to) “any linear project longer than 1-mile” within a public street...for installation of a new pipeline or maintenance, repair, restoration, reconditioning, relocation, replacement, removal or demolition of an existing pipeline.
2. Section 21080.21 states does not cover “any linear project that increases conveyance capacity,” only pipelines that meet the criteria as stated above, which the proposed project does not qualify for.

Included in the following MND scope are the following elements we anticipated will be required as a minimum:

- Quantify Air Quality and Greenhouse Gas Emissions
- Biological Resources Survey
- Cultural and Paleontological Resources Records Search
- Geology and Soils (based on Geotechnical Study)
- Hazardous Materials Assessment
- Noise Study
- Traffic Impacts Analysis

MND elements not included at this time to minimize cost, but may be necessary depending on stakeholder or public review are:

- DOT Scoping Meeting (Statute 21083.9)

- NOD filing Fee (\$2,330.75) to reduce the CEQA challenge period from 180 days to 30 days and be able to start construction on Day 31.
- Archaeological Survey Report to meet Caltrans requirements
- Historic Resources Evaluation Report to meet Caltrans requirements
- Historic Property Survey Report to meet Caltrans requirements
- AB 52 Tribal Coordination, which is required, but is assumed will be coordinated fully by the City.

Scope of Work

Dudek will provide the following design services for this project:

Task 1 Preliminary Design

1.1 Data Collection and Analysis

Work includes collection, organization, review, and confirmation of pertinent background information; field surveys and reconnaissance to examine and verify existing conditions; review of hydraulics for confirmation of proposed sizing; and a preliminary utility investigation.

1.2 Surveying

This task includes new base mapping of the project site by flying new aerial topography and field collecting visible utilities. Aerial topography will consist of 1"=40' scale topography with 1-ft contours. Field point data collection will include visual utilities within the right of way including manholes, meter boxes, water valve covers, inlets, electrical boxes, poles and other utility structures. Manholes will be dipped for invert elevations. Base mapping will include right of way lines (from records of survey), roadway centerlines and property lines. Preparation of easement documents (plat and legal descriptions) are not expected nor included at this time.

1.3 Geotechnical Study

The geotechnical study will consist a desktop study to collect background information within the limits of the project followed by the geotechnical investigation. The geotechnical investigation will include project setup, site reconnaissance, USA notification, subsurface exploration, laboratory testing and geotechnical report. Nine (9) borings are planned, seven to a depth of 15 feet for open trench work and two borings to a depth of 20 feet for trenchless work at the Caltrans I-57 crossing. Drill rig services will be subject to prevailing wage rates. Traffic control will be conducted in accordance with the WATCH Manual by using sign and cones (no flagmen are planned or budgeted).

1.4 Preliminary Basis of Design Memorandum

Work includes drafting, editing, finalization, and distribution of a Preliminary Basis of Design Memorandum summarizing findings from Tasks 1.1, 1.2, and 1.3. Work also includes one review workshop with the City upon submittal of the Preliminary Basis of Design Memo.

Task 2 Final Design

2.1 60% Design Plans, Specifications, & Estimate

This task includes the evaluation and selection of the preferred horizontal alignment and pipeline configuration for the project. Work includes development of design calculations, criteria and reporting; setting up and populating design plan sheets using AutoCAD Civil 3D; compilation of required specifications; incorporation of the completed topographic survey and mapping; development and documentation of engineer's opinion of probable cost; and creation of a list of anticipated permit requirements. The 60% design submittal will include plans and specifications in accordance with City standards, and an opinion of probable construction cost. Work also includes one design review workshop with the City upon submittal of the 60% Design package.

2.2 90% Submittal Design Plans, Specifications, & Estimate

This task includes the continued design of the preferred project and incorporation and/or response of comments from the 60% Design Submittal. Work also includes coordination and performance of up to twenty (20) utility potholes, analysis and transfer of utility information into CAD and plan sets, development of preliminary traffic control plans, striping plans and signal plans, and permit coordination and acquisition. Traffic control plans are projected to include approximately 14 primary phases and 13 secondary phases of engineered traffic control plans. The 90% design submittal will include revised and developed plans and specifications in accordance with City standards, and opinion of probable construction cost. Work also includes one design review workshop with the City upon submittal of the 90% Design package.

2.3 Final Submittal Design Plans, Specifications, & Estimate

This task includes completion of the final design submittal and incorporation and/or response of comments from the previous Design Submittals. The Final-level Design Submittals will include final drawings and specifications in accordance with City standards, and final opinion of probable construction cost. An electronic copy of CADD, specifications and estimate will be included. Additional copies of the plans, specifications and estimate can be provided upon request.

Task 3 Permitting and Environmental Review

3.1 Permitting Coordination

This task includes identification of the permitting agencies (i.e. Caltrans) during design, and quantification of the fees associated therewith. Permits will be acquired, to the greatest extent possible, and included in the project specifications to facilitate bidding. Many agencies require the Contractor to file for the permit. In these cases we will start the application process and provide the appropriate information to the Contractor for process completion at the time of construction. Permits and fees will be documented prior to bidding of the project.

3.2 Preparation of a Mitigated Negative Declaration

This task includes completion of required documentation for submission of a Mitigated Negative Declaration (MND) fulfilling CEQA requirements. Work includes coordination with appropriate agencies, research and analysis to support the determinations in the MND, adherence to submittal deadlines, coordination of public review, response to comments, and submission of MND in adherence with all regulations. This scope of work does not include AB 52 tribal coordination, which is a government-to-government consultation between the City and tribal entities. Dudek will coordinate with the City to obtain the results of this consultation for inclusion within the MND,

The MND will use the CEQA Guidelines Appendix G checklist as the basis for the analysis. It is assumed that most areas will be no impact or less than significant although there may be some resource topics that could require mitigation such as air quality, noise, traffic (in the form of a traffic control plan), and biological resources if there is the potential for nesting birds in the area of the project alignment. Any technical analyses such as air quality and noise modeling will be appended to the MND rather than as standalone technical reports.

This scope includes one Administrative Draft MND document deliverable for City review and one Public Review Draft MND for City “screencheck” review. Dudek will produce and distribute the document for public review to a distribution list coordinated with the City, with up to 15 hard copies and 15 CDs of the draft and final documents (for a total of 30 hard copies and 30 CDs) since it is assumed the City will make the document available to the public on the City’s website. Dudek will provide a web-ready copy for posting. Dudek will assist the City with public noticing, which includes drafting the Notice of Intent (NOI) and State Clearinghouse Notice of Completion (NOC) form. It does not include drafting or coordinating the publication of any newspaper postings or posting onsite which are other recommended ways to notice the project. Attendance of the Environmental PM is not assumed to be needed at any public hearings. The cost does not include the Notice of Determination (NOD) filing fee for submission to the County Clerk.

Scoping Meeting

Under CEQA Statute 21083.9, a scoping meeting is required if “A proposed project that may affect highways or other facilities under the jurisdiction of the Department of Transportation if the meeting is required by the department. The lead agency shall call the scoping meeting as soon as possible, but not later than 30 days after receiving the request from the Department of Transportation.” For the purposes of this scope, Dudek has assumed that the Department of Transportation will not request the City to hold a scoping meeting.

Air Quality and Greenhouse Gas Emissions. Dudek will quantify construction emissions for the Air Quality and Greenhouse Gas analyses.

Biological Resources. Dudek will review available relevant literature and data on sensitive habitats and species distribution to determine those resources that have the potential for occurrence within approximately 500 feet of the project areas/alignment (i.e., the study area). It is understood that this is an industrialized area of the City. Following the literature review, a

general survey of the study area will be conducted to identify existing biological resources and potential biological constraints. Based on the limited resources in the project vicinity, Dudek does not believe that conducting vegetation mapping, a formal jurisdictional wetlands delineation, or focused special-status species surveys will be required. The primary issue that typically arises on pipeline projects is nesting birds which are protected under the Migratory Bird Treaty Act, and decide to nest within proximity to the project alignment during the nesting season which is March through August. This can typically be handled through project design features which will protect the species but allow construction to move forward.

Cultural and Paleontological Resources: The following tasks serve to provide an assessment of impacts to historical resources (including archaeological, built environment, and paleontological resources) in conformance with CEQA and all applicable local municipal guidelines and regulations: (1) Cultural resources records search of the project area and a one-half-(0.5) mile search radius and a paleontological resources records search; (2) Sacred Lands File Search with Native American Heritage Commission and associated informational outreach letters to tribes. If requested, Dudek can also assist with the Assembly Bill (AB) 52 process; (3) Reconnaissance-level cultural resources survey of the project area; (4) Preparation of a Caltrans Historical Resources Compliance Report (HRCR). Dudek has assumed that preparation of an HRCR will suffice for Caltrans documentation requirements. Should additional studies be requested by Caltrans, such as an Archaeological Survey Report; Historic Resources Evaluation Report; or a Historic Property Survey Report, a budget augment would be required to address these requirements. Dudek further assumes that the cultural resources study will be negative. Should resources be identified requiring recordation or evaluation, a budget augment would be required.

Geology and Soils. Dudek will rely on the geotechnical study and general research to characterize geology and soils impacts within the project alignment. It is assumed that geology and soils impacts will be mitigated through project design.

Hazardous Materials. Dudek hazardous materials specialists will conduct a hazards assessment for the proposed pipeline alignment. Dudek will evaluate the results of a regulatory records database search, conducted in accordance with American Society for Testing and Materials (ASTM) 1527-13 (including Government Code Section 65962.5), in order to identify reports of hazardous materials contamination or usage at the project site or contamination at other nearby sites (within the ASTM-standard search radius). Dudek will review sites listed on the Regional Water Quality Control Board's Geotracker website and Department of Toxic Substances Control's Envirostor website. Dudek will also review historical aerial photographs and Sanborn maps, if available.

Noise

Dudek will conduct a noise study of potential impacts to noise-sensitive land uses near the project site. The existing ambient noise environment will be characterized with up to four short-term (10 to 15-minute) noise measurements at noise-sensitive receiver locations in the project vicinity. Noise sensitive receptors include a mobile home park to the southeast (at Placentia Avenue and Orangethorpe Avenue), and several residential uses north of West Crowther Avenue at Goetz Place and Evelyn Place. Potential short-term construction noise

impacts on nearby noise-sensitive land uses will be evaluated based on construction equipment data to be provided by the project engineers and noise modeling methods developed by the Federal Highway Administration. The significance of noise impacts will be assessed based on the relevant federal, state, and City thresholds. Although not anticipated, if significant noise impacts are identified, mitigation measures to reduce impacts to a less than significant level (such as temporary noise barriers during the noisiest phases of construction at impacted locations) will be recommended.

Traffic. Dudek will prepare a traffic analysis for the peak construction phase of the project, which would generate the highest volume of (temporary) construction-related traffic to and from the project site.

Task 4 Services During Bidding and Construction

4.1 Services during Bidding

This task includes providing engineering services during the bidding phase, including attendance at the pre-bid meeting, responses to questions as directed by the City, and preparation of Addenda as necessary. Dudek will also review all bids, analyze and provided recommendations to the City.

4.2 Services during Construction

Dudek will support the City on an as-needed bases through the construction phase. Work effort is budgeted to include review of up to fifteen (15) shop drawings, including resubmittals and up to ten (10) Requests for Information (RFI); and review of the Contractor's change order requests. Following construction Dudek will address revisions to the construction drawings as directed by the City and prepare draft and final record drawings with responses to City comments incorporated into final submittal. Dudek will attend the pre-construction meeting and up to three (3) site visits.

Task 5 Project Administration/Management

Dudek's Project Manager will prepare a work plan and will be responsible for leading and implementing scope of work assignments in accordance with the project budget and schedule.

5.1 Project Kickoff and Progress Meetings

The project kick-off meeting is critical to beginning the project in the right direction. We will use this meeting to formalize the communication process, identify critical success factors and outline the project work plan, schedule, budget and other project parameters. Our project manager and other appropriate team members will also participate in design-review meetings following submittal of the Preliminary Design TM and the 60% and 90% construction documents, including preparation of meeting agendas and minutes. A combination of design review and/or project management meetings will be held as needed.

At the City's request, Dudek will attend up to two meetings with City Council and/or the Public Works Commission.

5.2 Earned-Value Project Schedule and Budget Tracking

Tracking systems are utilized to properly manage the development of a project through various phases of work. Dudek creates a resource loaded budget and schedule tracking system at the beginning of each project. The system includes each sub-task of the scope of work, specific Dudek team allocations for each task, and an amount of time to conduct and complete each task.

This task includes preparation and distribution of monthly progress reports. Monthly progress reports will include progress to date, potential completion issues, and anticipated next steps in progress. Progress reports will also include budget status and design schedule updates.

5.3 Quality Control and Quality Assurance

Our Project Manager is responsible for quality assurance and monitoring the completion of quality control reviews. The quality control review of all design documents and deliverables will be conducted by principal staff with extensive experience in sewer design projects. Additionally, the QC Reviewer, Principal in Charge, and Project Manager will collaborate on the checking of field conditions, project calculation reviews, cost opinions, deliverable review, permit requirements, and responses to City comments.

Project Budget

Based on our review and assessment of the project requirements, we propose to perform the work on a time and materials basis with an estimate cost of \$318,437 based on the following breakdown of labor hours by labor rates and subconsultant costs.

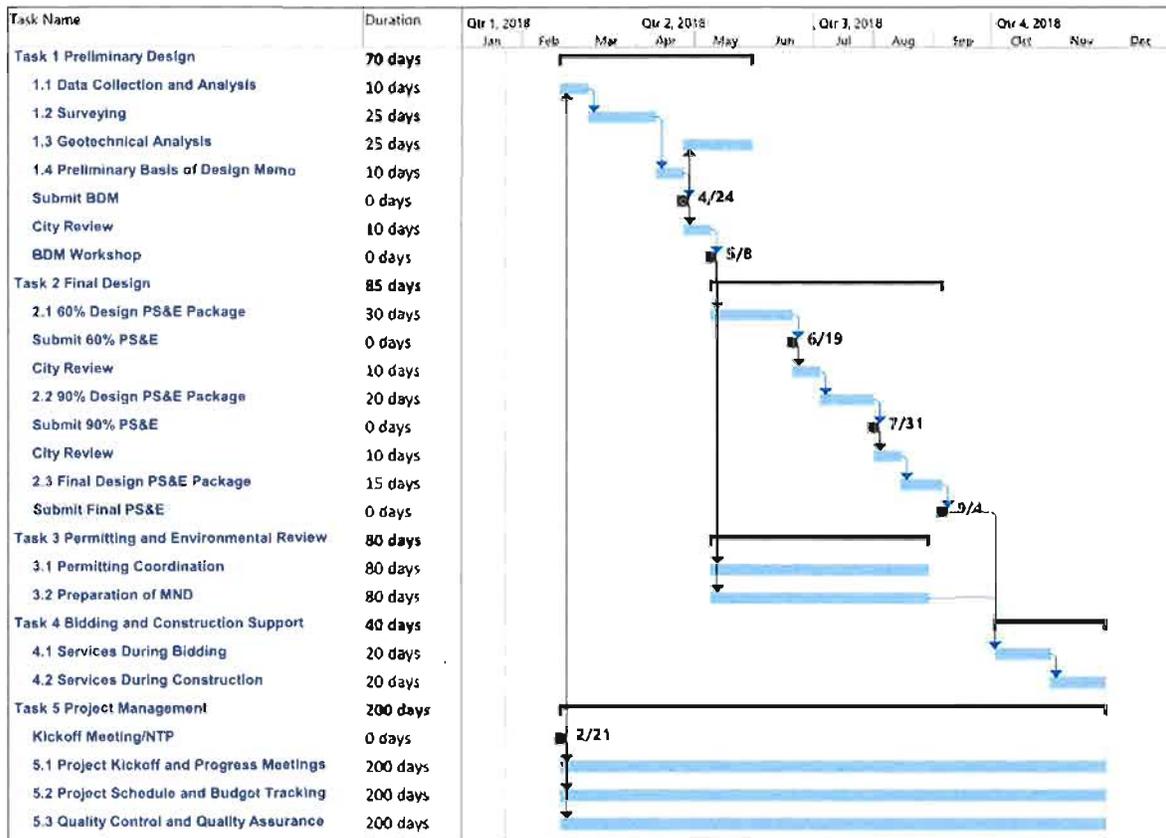
Table 1 – Labor Hour and Fee Estimate

Project Team Role/ Team Member/ Billable Rate:	Dudek								TOTAL DUDEK HOURS	DUDEK LABOR COST	Subconsultant Fees				OTHER DIRECT COSTS	TOTAL FEE
	R. Bierholz - Project Manager	K. Palmer - Lead Engineer	B. Train - Project Engineer	K. King - CADD	Srinivas - CEQA /Regulatory Lead	CEQA /Regulatory Specialist	CEQA Analyst	M. Kinsay - Project Coordinator			Guida - Surveying	Converse - Geotech	TMI - Traffic Control	Kent - Potholing		
Task 1 Preliminary Design																
1.1 Data Collection and Analysis	2	4	12						18	\$ 3,250	\$ -					\$ 3,250
1.2 Surveying	2	4	8	4					18	\$ 3,150	\$ 47,190					\$ 50,340
1.3 Geotechnical Analysis	2	8	8						18	\$ 3,410		\$ 23,997				\$ 27,407
1.4 Preliminary Basis of Design	8	16	24	4				4	56	\$ 9,960						\$ 9,960
Subtotal Task 1	14	32	52	8				4	110	\$ 19,770	\$ 47,190	\$ 23,997	\$ -	\$ -	\$ -	\$ 90,957
Task 2 Final Design																
2.1 60% Design PS&E Package	24	40	60	100				2	226	\$ 37,680					\$ 1,000	\$ 55,290
2.2 90% Design PS&E Package	12	24	40	60				2	136	\$ 22,800		\$ 27,500	\$ 16,610		\$ 1,000	\$ 67,910
2.3 Final Design PS&E Package	8	8	8	24				2	50	\$ 8,300					\$ 1,000	\$ 9,300
Subtotal Task 2	44	72	108	184				6	414	\$ 68,780	\$ -	\$ -	\$ 27,500	\$ 16,610	\$ 3,000	\$ 115,890
Task 3 Environmental (CEQA)																
3.1 Permit Coordination	8	24	24						56	\$ 10,680						\$ 10,680
3.2 Project Description					8	2	12		22	\$ 3,470						\$ 3,470
3.3 Air Quality						24			24	\$ 4,200						\$ 4,200
3.4 Biological Resources						6	20		26	\$ 3,050					\$ 100	\$ 3,150
3.5 Cultural and Paleo						4	72	8	84	\$ 8,620					\$ 1,350	\$ 9,970
3.6 Greenhouse Gas						24			24	\$ 4,200						\$ 4,200
3.7 Noise Study						10	25		35	\$ 4,250						\$ 4,250
3.8 Traffic Study						12	24		36	\$ 4,500						\$ 4,500
3.9 Administrative Draft ISMND					12	60	54	18	144	\$ 20,400					\$ 700	\$ 21,100
3.10 Public Review Draft ISMND					4	8	8	12	24	\$ 2,840					\$ 700	\$ 3,540
3.11 Final ISMND					8		12	8	28	\$ 3,840						\$ 3,840
Subtotal Task 3	8	24	24		32	142	227	46	503	\$ 70,050	\$ -	\$ -	\$ -	\$ -	\$ 2,850	\$ 72,900
Task 4 Bidding/ Construction Support																
4.1 Services During Bidding	4	12	4						20	\$ 4,020					\$ 1,000	\$ 5,020
4.2 Services During Construction	8	50	32	16					106	\$ 19,570					\$ 1,500	\$ 21,070
Subtotal Task 4	12	62	36	16					126	\$ 23,590	\$ -	\$ -	\$ -	\$ -	\$ 2,500	\$ 26,090
Task 5 Project Management																
5.1 Kickoff and Progress Meetings	16	16							32	\$ 6,860					\$ 500	\$ 7,360
5.2 Schedule and Budget Tracking	12							8	20	\$ 3,420						\$ 3,420
5.3 Quality Control	8								8	\$ 1,800						\$ 1,800
Subtotal Task 5	36	16						8	60	\$ 12,100	\$ -	\$ -	\$ -	\$ -	\$ 500	\$ 12,600
Total Hours and Fee	114	206	220	208	32	142	227	64	1213	\$194,290	\$47,190	\$23,997	\$27,500	\$16,610	\$8,350	\$318,437

Project Schedule

Dudek proposed to begin the Project immediately. We anticipate submittal of the basis of design by March and final design by August. See GANT schedule below.

Figure I – Project Schedule



Thank you for providing us with this opportunity to support the City. We are prepared to begin work on this project upon receipt of your authorization to proceed. If you have any questions or concerns, please do not hesitate to give me a call at (760) 479-4107.

Sincerely,

Russ Bergholz, P.E.

Principal

Dudek

EXHIBIT B
CERTIFICATES OF INSURANCE AND ENDORSEMENTS

Waiver Of Subrogation (Blanket) Endorsement

Policy No.	Eff. Date of Pol.	Exp. Date of Pol.	Eff. Date of End.	Producer	Add'l. Prem.	Return Prem.
GLO014631101	08/28/2017	08/28/2018	08/28/2017	N/A	^S N/A	^S N/A

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

This endorsement modifies insurance provided under the:

Commercial General Liability Coverage Part

The following is added to the **Transfer Of Rights Of Recovery Against Others To Us Condition**:

If you are required by a written contract or agreement, which is executed before a loss, to waive your rights of recovery from others, we agree to waive our rights of recovery. This waiver of rights shall not be construed to be a waiver with respect to any other operations in which the insured has no contractual interest.



ZURICH

Coverage Extension Endorsement

Policy No.	Eff. Date of Pol.	Exp. Date of Pol.	Eff. Date of End.	Producer No.	Add'l. Prem	Return Prem.
BAP014632901	08/28/2017	08/28/2018	08/28/2017	N/A	N/A	N/A

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

This endorsement modifies insurance provided under the:

**Business Auto Coverage Form
Motor Carrier Coverage Form**

A. Amended Who Is An Insured

1. The following is added to the **Who Is An Insured Provision in Section II – Covered Autos Liability Coverage**:

The following are also "insureds":

- a. Any "employee" of yours is an "insured" while using a covered "auto" you don't own, hire or borrow for acts performed within the scope of employment by you. Any "employee" of yours is also an "insured" while operating an "auto" hired or rented under a contract or agreement in an "employee's" name, with your permission, while performing duties related to the conduct of your business.
- b. Anyone volunteering services to you is an "insured" while using a covered "auto" you don't own, hire or borrow to transport your clients or other persons in activities necessary to your business.
- c. Anyone else who furnishes an "auto" referenced in Paragraphs A.1.a. and A.1.b. in this endorsement.
- d. Where and to the extent permitted by law, any person(s) or organization(s) where required by written contract or written agreement with you executed prior to any "accident", including those person(s) or organization(s) directing your work pursuant to such written contract or written agreement with you, provided the "accident" arises out of operations governed by such contract or agreement and only up to the limits required in the written contract or written agreement, or the Limits of Insurance shown in the Declarations, whichever is less.

2. The following is added to the **Other Insurance Condition in the Business Auto Coverage Form and the Other Insurance – Primary and Excess Insurance Provisions Condition in the Motor Carrier Coverage Form**:

Coverage for any person(s) or organization(s), where required by written contract or written agreement with you executed prior to any "accident", will apply on a primary and non-contributory basis and any insurance maintained by the additional "insured" will apply on an excess basis. However, in no event will this coverage extend beyond the terms and conditions of the Coverage Form.

B. Amendment – Supplementary Payments

Paragraphs a.(2) and a.(4) of the **Coverage Extensions Provision in Section II – Covered Autos Liability Coverage** are replaced by the following:

- (2) Up to \$5,000 for the cost of bail bonds (including bonds for related traffic law violations) required because of an "accident" we cover. We do not have to furnish these bonds.
- (4) All reasonable expenses incurred by the "insured" at our request, including actual loss of earnings up to \$500 a day because of time off from work.

C. Fellow Employee Coverage

The **Fellow Employee** Exclusion contained in **Section II – Covered Autos Liability Coverage** does not apply.

D. Driver Safety Program Liability and Physical Damage Coverage

1. The following is added to the Racing Exclusion in Section II – Covered Autos Liability Coverage:

This exclusion does not apply to covered "autos" participating in a driver safety program event, such as, but not limited to, auto or truck rodeos and other auto or truck agility demonstrations.

2. The following is added to Paragraph 2. in the Exclusions of Section III – Physical Damage Coverage of the Business Auto Coverage Form and Paragraph 2.b. in the Exclusions of Section IV – Physical Damage Coverage of the Motor Carrier Coverage Form:

This exclusion does not apply to covered "autos" participating in a driver safety program event, such as, but not limited to, auto or truck rodeos and other auto or truck agility demonstrations.

E. Lease or Loan Gap Coverage

The following is added to the **Coverage Provision of the Physical Damage Coverage Section:**

Lease Or Loan Gap Coverage

In the event of a total "loss" to a covered "auto", we will pay any unpaid amount due on the lease or loan for a covered "auto", less:

a. Any amount paid under the **Physical Damage Coverage Section** of the Coverage Form; and

b. Any:

(1) Overdue lease or loan payments at the time of the "loss";

(2) Financial penalties imposed under a lease for excessive use, abnormal wear and tear or high mileage;

(3) Security deposits not returned by the lessor;

(4) Costs for extended warranties, credit life insurance, health, accident or disability insurance purchased with the loan or lease; and

(5) Carry-over balances from previous leases or loans.

F. Towing and Labor

Paragraph **A.2.** of the **Physical Damage Coverage Section** is replaced by the following:

We will pay up to \$75 for towing and labor costs incurred each time a covered "auto" of the private passenger type is disabled. However, the labor must be performed at the place of disablement.

G. Extended Glass Coverage

The following is added to Paragraph **A.3.a.** of the **Physical Damage Coverage Section:**

If glass must be replaced, the deductible shown in the Declarations will apply. However, if glass can be repaired and is actually repaired rather than replaced, the deductible will be waived. You have the option of having the glass repaired rather than replaced.

H. Hired Auto Physical Damage – Increased Loss of Use Expenses

The **Coverage Extension for Loss Of Use Expenses** in the **Physical Damage Coverage Section** is replaced by the following:

Loss Of Use Expenses

For **Hired Auto Physical Damage**, we will pay expenses for which an "insured" becomes legally responsible to pay for loss of use of a vehicle rented or hired without a driver under a written rental contract or written rental agreement. We will pay for loss of use expenses if caused by:

- (1) Other than collision only if the Declarations indicate that Comprehensive Coverage is provided for any covered "auto";
- (2) Specified Causes Of Loss only if the Declarations indicate that Specified Causes Of Loss Coverage is provided for any covered "auto"; or
- (3) Collision only if the Declarations indicate that Collision Coverage is provided for any covered "auto".

However, the most we will pay for any expenses for loss of use is \$100 per day, to a maximum of \$3000.

I. Personal Effects Coverage

The following is added to the Coverage Provision of the Physical Damage Coverage Section:

Personal Effects Coverage

- a. We will pay up to \$750 for "loss" to personal effects which are:
 - (1) Personal property owned by an "insured"; and
 - (2) In or on a covered "auto".
- b. Subject to Paragraph a. above, the amount to be paid for "loss" to personal effects will be based on the lesser of:
 - (1) The reasonable cost to replace; or
 - (2) The actual cash value.
- c. The coverage provided in Paragraphs a. and b. above, only applies in the event of a total theft of a covered "auto". No deductible applies to this coverage. However, we will not pay for "loss" to personal effects of any of the following:
 - (1) Accounts, bills, currency, deeds, evidence of debt, money, notes, securities, or commercial paper or other documents of value.
 - (2) Bullion, gold, silver, platinum, or other precious alloys or metals; furs or fur garments; jewelry, watches, precious or semi-precious stones.
 - (3) Paintings, statuary and other works of art.
 - (4) Contraband or property in the course of illegal transportation or trade.
 - (5) Tapes, records, discs or other similar devices used with audio, visual or data electronic equipment.

Any coverage provided by this Provision is excess over any other insurance coverage available for the same "loss".

J. Tapes, Records and Discs Coverage

1. The Exclusion in Paragraph B.4.a. of Section III – Physical Damage Coverage in the Business Auto Coverage Form and the Exclusion in Paragraph B.2.c. of Section IV – Physical Damage Coverage in the Motor Carrier Coverage Form does not apply.
2. The following is added to Paragraph 1.a. Comprehensive Coverage under the Coverage Provision of the Physical Damage Coverage Section:

We will pay for "loss" to tapes, records, discs or other similar devices used with audio, visual or data electronic equipment. We will pay only if the tapes, records, discs or other similar audio, visual or data electronic devices:

- (a) Are the property of an "insured"; and
- (b) Are in a covered "auto" at the time of "loss".

The most we will pay for such "loss" to tapes, records, discs or other similar devices is \$500. The Physical Damage Coverage Deductible Provision does not apply to such "loss".

K. Airbag Coverage

The Exclusion in Paragraph B.3.a. of Section III – Physical Damage Coverage in the Business Auto Coverage Form and the Exclusion in Paragraph B.4.a. of Section IV – Physical Damage Coverage in the Motor Carrier Coverage Form does not apply to the accidental discharge of an airbag.

L. Two or More Deductibles

The following is added to the Deductible Provision of the Physical Damage Coverage Section:

If an accident is covered both by this policy or Coverage Form and by another policy or Coverage Form issued to you by us, the following applies for each covered "auto" on a per vehicle basis:

1. If the deductible on this policy or Coverage Form is the smaller (or smallest) deductible, it will be waived; or
2. If the deductible on this policy or Coverage Form is not the smaller (or smallest) deductible, it will be reduced by the amount of the smaller (or smallest) deductible.

M. Physical Damage – Comprehensive Coverage – Deductible

The following is added to the Deductible Provision of the Physical Damage Coverage Section:

Regardless of the number of covered "autos" damaged or stolen, the maximum deductible that will be applied to Comprehensive Coverage for all "loss" from any one cause is \$5,000 or the deductible shown in the Declarations, whichever is greater.

N. Temporary Substitute Autos – Physical Damage

1. The following is added to Section I – Covered Autos:

Temporary Substitute Autos – Physical Damage

If Physical Damage Coverage is provided by this Coverage Form on your owned covered "autos", the following types of vehicles are also covered "autos" for Physical Damage Coverage:

Any "auto" you do not own when used with the permission of its owner as a temporary substitute for a covered "auto" you do own but is out of service because of its:

1. Breakdown;
 2. Repair;
 3. Servicing;
 4. "Loss"; or
 5. Destruction.
2. The following is added to the Paragraph A. Coverage Provision of the Physical Damage Coverage Section:

Temporary Substitute Autos – Physical Damage

We will pay the owner for "loss" to the temporary substitute "auto" unless the "loss" results from fraudulent acts or omissions on your part. If we make any payment to the owner, we will obtain the owner's rights against any other party.

The deductible for the temporary substitute "auto" will be the same as the deductible for the covered "auto" it replaces.

O. Amended Duties In The Event Of Accident, Claim, Suit Or Loss

Paragraph a. of the Duties In The Event Of Accident, Claim, Suit Or Loss Condition is replaced by the following:

- a. In the event of "accident", claim, "suit" or "loss", you must give us or our authorized representative prompt notice of the "accident", claim, "suit" or "loss". However, these duties only apply when the "accident", claim, "suit" or "loss" is known to you (if you are an individual), a partner (if you are a partnership), a member (if you are a limited liability company) or an executive officer or insurance manager (if you are a corporation). The failure of any

agent, servant or employee of the "insured" to notify us of any "accident", claim, "suit" or "loss" shall not invalidate the insurance afforded by this policy.

Include, as soon as practicable:

- (1) How, when and where the "accident" or "loss" occurred and if a claim is made or "suit" is brought, written notice of the claim or "suit" including, but not limited to, the date and details of such claim or "suit";
- (2) The "insured's" name and address; and
- (3) To the extent possible, the names and addresses of any injured persons and witnesses.

If you report an "accident", claim, "suit" or "loss" to another insurer when you should have reported to us, your failure to report to us will not be seen as a violation of these amended duties provided you give us notice as soon as practicable after the fact of the delay becomes known to you.

P. Waiver of Transfer Of Rights Of Recovery Against Others To Us

The following is added to the **Transfer Of Rights Of Recovery Against Others To Us** Condition:

This Condition does not apply to the extent required of you by a written contract, executed prior to any "accident" or "loss", provided that the "accident" or "loss" arises out of operations contemplated by such contract. This waiver only applies to the person or organization designated in the contract.

Q. Employee Hired Autos – Physical Damage

Paragraph b. of the **Other Insurance Condition** in the **Business Auto Coverage Form** and Paragraph f. of the **Other Insurance – Primary and Excess Insurance Provisions Condition** in the **Motor Carrier Coverage Form** are replaced by the following:

For **Hired Auto Physical Damage Coverage**, the following are deemed to be covered "autos" you own:

- (1) Any covered "auto" you lease, hire, rent or borrow; and
- (2) Any covered "auto" hired or rented under a written contract or written agreement entered into by an "employee" or elected or appointed official with your permission while being operated within the course and scope of that "employee's" employment by you or that elected or appointed official's duties as respect their obligations to you.

However, any "auto" that is leased, hired, rented or borrowed with a driver is not a covered "auto".

R. Unintentional Failure to Disclose Hazards

The following is added to the **Concealment, Misrepresentation Or Fraud Condition**:

However, we will not deny coverage under this Coverage Form if you unintentionally:

- (1) Fail to disclose any hazards existing at the inception date of this Coverage Form; or
- (2) Make an error, omission, improper description of "autos" or other misstatement of information.

You must notify us as soon as possible after the discovery of any hazards or any other information that was not provided to us prior to the acceptance of this policy.

S. Hired Auto – World Wide Coverage

Paragraph 7a.(5) of the **Policy Period, Coverage Territory Condition** is replaced by the following:

- (5) Anywhere in the world if a covered "auto" is leased, hired, rented or borrowed for a period of 60 days or less,

T. Bodily Injury Redefined

The definition of "bodily injury" in the **Definitions Section** is replaced by the following:

"Bodily injury" means bodily injury, sickness or disease, sustained by a person including death or mental anguish, resulting from any of these at any time. Mental anguish means any type of mental or emotional illness or disease.

U. Expected Or Intended Injury

The **Expected Or Intended Injury** Exclusion in Paragraph B. Exclusions under Section II – Covered Auto Liability Coverage is replaced by the following:

Expected Or Intended Injury

"Bodily injury" or "property damage" expected or intended from the standpoint of the "insured". This exclusion does not apply to "bodily injury" or "property damage" resulting from the use of reasonable force to protect persons or property.

V. Physical Damage – Additional Temporary Transportation Expense Coverage

Paragraph A.4.a. of Section III – Physical Damage Coverage is replaced by the following:

4. Coverage Extensions

a. Transportation Expenses

We will pay up to \$50 per day to a maximum of \$1,000 for temporary transportation expense incurred by you because of the total theft of a covered "auto" of the private passenger type. We will pay only for those covered "autos" for which you carry either Comprehensive or Specified Causes of Loss Coverage. We will pay for temporary transportation expenses incurred during the period beginning 48 hours after the theft and ending, regardless of the policy's expiration, when the covered "auto" is returned to use or we pay for its "loss".

W. Replacement of a Private Passenger Auto with a Hybrid or Alternative Fuel Source Auto

The following is added to Paragraph A. Coverage of the Physical Damage Coverage Section:

In the event of a total "loss" to a covered "auto" of the private passenger type that is replaced with a hybrid "auto" or "auto" powered by an alternative fuel source of the private passenger type, we will pay an additional 10% of the cost of the replacement "auto", excluding tax, title, license, other fees and any aftermarket vehicle upgrades, up to a maximum of \$2500. The covered "auto" must be replaced by a hybrid "auto" or an "auto" powered by an alternative fuel source within 60 calendar days of the payment of the "loss" and evidenced by a bill of sale or new vehicle lease agreement.

To qualify as a hybrid "auto", the "auto" must be powered by a conventional gasoline engine and another source of propulsion power. The other source of propulsion power must be electric, hydrogen, propane, solar or natural gas, either compressed or liquefied. To qualify as an "auto" powered by an alternative fuel source, the "auto" must be powered by a source of propulsion power other than a conventional gasoline engine. An "auto" solely propelled by biofuel, gasoline or diesel fuel or any blend thereof is not an "auto" powered by an alternative fuel source.

X. Return of Stolen Automobile

The following is added to the Coverage Extension Provision of the Physical Damage Coverage Section:

If a covered "auto" is stolen and recovered, we will pay the cost of transport to return the "auto" to you. We will pay only for those covered "autos" for which you carry either Comprehensive or Specified Causes of Loss Coverage.

All other terms, conditions, provisions and exclusions of this policy remain the same.



ZURICH

Additional Insured – Automatic – Owners, Lessees Or Contractors

Policy No.	Eff. Date of Pol.	Exp. Date of Pol.	Eff. Date of End.	Producer No.	Add'l. Prem	Return Prem
GLO014631101	08/28/2017	08/28/2018	08/28/2017	64955000	----	----

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

Named Insured:

Address (including ZIP Code):

This endorsement modifies insurance provided under the:

Commercial General Liability Coverage Part

A. Section II – Who Is An Insured is amended to include as an additional insured any person or organization whom you are required to add as an additional insured on this policy under a written contract or written agreement. Such person or organization is an additional insured only with respect to liability for "bodily injury", "property damage" or "personal and advertising injury" caused, in whole or in part, by:

1. Your acts or omissions; or
2. The acts or omissions of those acting on your behalf,

in the performance of your ongoing operations or "your work" as included in the "products-completed operations hazard", which is the subject of the written contract or written agreement.

However, the insurance afforded to such additional insured:

1. Only applies to the extent permitted by law; and
2. Will not be broader than that which you are required by the written contract or written agreement to provide for such additional insured.

B. With respect to the insurance afforded to these additional insureds, the following additional exclusion applies:

This insurance does not apply to:

"Bodily injury", "property damage" or "personal and advertising injury" arising out of the rendering of, or failure to render, any professional architectural, engineering or surveying services including:

- a. The preparing, approving or failing to prepare or approve maps, shop drawings, opinions, reports, surveys, field orders, change orders or drawings and specifications; or
- b. Supervisory, inspection, architectural or engineering activities.

This exclusion applies even if the claims against any insured allege negligence or other wrongdoing in the supervision, hiring, employment, training or monitoring of others by that insured, if the "occurrence" which caused the "bodily injury" or "property damage", or the offense which caused the "personal and advertising injury", involved the rendering of or the failure to render any professional architectural, engineering or surveying services.

C. The following is added to Paragraph 2. Duties In The Event Of Occurrence, Offense, Claim Or Suit of Section IV – **Commercial General Liability Conditions:**

The additional insured must see to it that:

1. We are notified as soon as practicable of an "occurrence" or offense that may result in a claim;
2. We receive written notice of a claim or "suit" as soon as practicable; and
3. A request for defense and indemnity of the claim or "suit" will promptly be brought against any policy issued by another insurer under which the additional insured may be an insured in any capacity. This provision does not apply to insurance on which the additional insured is a Named Insured if the written contract or written agreement requires that this coverage be primary and non-contributory.

D. For the purposes of the coverage provided by this endorsement:

1. The following is added to the Other Insurance Condition of Section IV – **Commercial General Liability Conditions:**

Primary and Noncontributory insurance

This insurance is primary to and will not seek contribution from any other insurance available to an additional insured provided that:

- a. The additional insured is a Named Insured under such other insurance; and
 - b. You are required by written contract or written agreement that this insurance be primary and not seek contribution from any other insurance available to the additional insured.
2. The following paragraph is added to Paragraph 4.b. of the Other Insurance Condition of Section IV – **Commercial General Liability Conditions:**

This insurance is excess over:

Any of the other insurance, whether primary, excess, contingent or on any other basis, available to an additional insured, in which the additional insured on our policy is also covered as an additional insured on another policy providing coverage for the same "occurrence", offense, claim or "suit". This provision does not apply to any policy in which the additional insured is a Named Insured on such other policy and where our policy is required by a written contract or written agreement to provide coverage to the additional insured on a primary and non-contributory basis.

E. This endorsement does not apply to an additional insured which has been added to this policy by an endorsement showing the additional insured in a Schedule of additional insureds, and which endorsement applies specifically to that identified additional insured.

F. With respect to the insurance afforded to the additional insureds under this endorsement, the following is added to Section III – **Limits Of Insurance:**

The most we will pay on behalf of the additional insured is the amount of insurance:

1. Required by the written contract or written agreement referenced in Paragraph A. of this endorsement; or
 2. Available under the applicable Limits of Insurance shown in the Declarations,
- whichever is less.

This endorsement shall not increase the applicable Limits of Insurance shown in the Declarations.

All other terms and conditions of this policy remain unchanged.

WAIVER OF OUR RIGHT TO RECOVER FROM OTHERS ENDORSEMENT— CALIFORNIA

We have the right to recover our payments from anyone liable for an injury covered by this policy. We will not enforce our right against the person or organization named in the Schedule. (This agreement applies only to the extent that you perform work under a written contract that requires you to obtain this agreement from us.)

You must maintain payroll records accurately segregating the remuneration of your employees while engaged in the work described in the Schedule.

The additional premium for this endorsement shall be 0 % of the California workers' compensation premium otherwise due on such remuneration.

Schedule

Person or Organization

Job Description

**ALL PERSONS AND/OR ORGANIZATIONS THAT
ARE REQUIRED BY WRITTEN CONTRACT OR
AGREEMENT WITH THE INSURED, EXECUTED
PRIOR TO THE ACCIDENT OR LOSS, THAT
WAIVER OF SUBROGATION BE PROVIDED
UNDER THIS POLICY FOR WORK PERFORMED
BY YOU FOR THAT PERSON AND/OR
ORGANIZATION**

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

ADDITIONAL INSURED – OWNERS, LESSEES OR CONTRACTORS – SCHEDULED PERSON OR ORGANIZATION

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

SCHEDULE

Name Of Additional Insured Person(s) Or Organization(s):	Location(s) Of Covered Operations
The City of Placentia and its elected and appointed boards, officers, officials, agents, employees, and volunteers	Project #9777
Information required to complete this Schedule, if not shown above, will be shown in the Declarations.	

A. Section II – Who Is An Insured is amended to include as an additional insured the person(s) or organization(s) shown in the Schedule, but only with respect to liability for "bodily injury", "property damage" or "personal and advertising injury" caused, in whole or in part, by:

1. Your acts or omissions; or
2. The acts or omissions of those acting on your behalf;

in the performance of your ongoing operations for the additional insured(s) at the location(s) designated above.

B. With respect to the insurance afforded to these additional insureds, the following additional exclusions apply:

This insurance does not apply to "bodily injury" or "property damage" occurring after:

1. All work, including materials, parts or equipment furnished in connection with such work, on the project (other than service, maintenance or repairs) to be performed by or on behalf of the additional insured(s) at the location of the covered operations has been completed; or
2. That portion of "your work" out of which the injury or damage arises has been put to its intended use by any person or organization other than another contractor or subcontractor engaged in performing operations for a principal as a part of the same project.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

**ADDITIONAL INSURED – OWNERS, LESSEES OR
CONTRACTORS – COMPLETED OPERATIONS**

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

SCHEDULE

Name Of Additional Insured Person(s) Or Organization(s):	Location And Description Of Completed Operations
The City of Placentia and its elected and appointed boards, officers, officials, agents, employees, and volunteers	Project #9777
Information required to complete this Schedule, if not shown above, will be shown in the Declarations.	

Section II – Who Is An Insured is amended to include as an additional insured the person(s) or organization(s) shown in the Schedule, but only with respect to liability for "bodily injury" or "property damage" caused, in whole or in part, by "your work" at the location designated and described in the schedule of this endorsement performed for that additional insured and included in the "products-completed operations hazard".

RESOLUTION NO. R-2018-XX

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF PLACENTIA, CALIFORNIA AUTHORIZING THE EXECUTION OF A SHORT-TERM LOAN AND REPAYMENT AGREEMENT BETWEEN THE CITY OF PLACENTIA SEWER MAINTENANCE FUND AND THE CITY OF PLACENTIA TOD SEWER DEVELOPMENT IMPACT FEE FUND

A. Recitals

(i). The City is vested with the responsibility of formulating and carrying out viable and sustainable funding sources for conducting municipal operations.

(ii). The City's 2017 Sanitary Sewer Master Plan and Condition Assessment (SMP) identified specific deficiencies with the sewer collection system based on existing conditions and anticipated future developments within the Transit-Oriented Development Zone (TOD). The TOD project area at full build-out will increase residential and commercial densities considerably, resulting in increased sewer flows that exceed the carrying capacity of the existing sewer collection system.

(iii). The City needs to advance work on the design and construction of the new sewer line as quickly as possible so as not to delay the start or completion of new TOD projects.

(iv). Each TOD developer will pay a TOD Sewer Development Impact Fee. The City is scheduled to receive a total of \$358,620 in TOD Sewer Impact Fees from the Intregal/Lyon Living Project per the existing Development Agreement. Current schedule for receipt of these funds is June 2018. Approving a loan from the Sewer Fund to the TOD Sewer Development Impact Fund will advance the engineering design process by at least three (3) months.

(v). Once the Intregal/Lyon Living Project TOD Sewer Development Impact Fees are received the proceeds will be used to repay the Sewer Maintenance Fund, including interest.

(vi.) The City Loan and City Repayment Obligations will be documented by entering into the attached Loan and Repayment Agreement.

(vii). All legal prerequisites to the adoption of this Resolution have occurred.

B. Resolution

NOW, THEREFORE, THE CITY COUNCIL OF THE CITY OF PLACENTIA DOES HEREBY FIND, DETERMINE AND RESOLVE AS FOLLOWS:

1. In all respects as set forth in the Recitals, Part A., of this Resolution.
2. The City Council hereby approves and agrees to enter into the attached Short-Term Loan and Repayment Agreement and Promissory Note, substantially in the form approved by the City Attorney on file with the City Clerk.
3. The City Council hereby authorizes the City Administrator to execute the Short-Term Loan and Repayment Agreement and Promissory Note on behalf of the City.
4. This Resolution shall take effect immediately upon adoption.

APPROVED and ADOPTED this 3rd day of April 2018.

Chad P. Wanke, Mayor

ATTEST:

Patrick J. Melia, City Clerk

STATE OF CALIFORNIA
COUNTY OF ORANGE

I, Patrick J. Melia, City Clerk of the City of Placentia do hereby certify that the foregoing Resolution was adopted at a regular meeting of the City Council held on the 3rd day of April, 2018 by the following vote:

AYES:	Councilmembers:
NOES:	Councilmembers:
ABSENT:	Councilmembers:
ABSTAIN:	Councilmembers:

Patrick J. Melia, City Clerk

APPROVED AS TO FORM:

Christian L. Bettenhausen, City Attorney

ATTACHMENT NO. 1

PURCHASE MONEY PROMISSORY NOTE

\$318,437

Placentia, CA
April 3, 2018

The City of Placentia Transit-Oriented District (TOD) Sewer Development Impact Fee Fund of the City of Placentia, for value received, hereby promises to pay to the City's Sewer Maintenance Fund, the principal sum of Three Hundred Eighteen Thousand Four Hundred Thirty Seven Dollars (\$318,437.00), in lawful money of the United States of America together with interest thereon on the unpaid balance thereof from the date hereof at a rate equal to the average annual rate earned by the State of California's Local Agency Investment Fund (LAIF). With respect to this Purchase Money Promissory Note, the TOD Sewer Development Impact Fee Fund shall pay all principal and interest on this note to the Sewer Maintenance Fund within one (1) year. Interest shall be computed upon the basis of a three hundred sixty-five (365) day year and a thirty (30) day month.

This Note is the Purchase Money Promissory Note referred to in the Repayment Agreement dated as of April 3, 2018, between the City's TOD Sewer Development Impact Fee Fund and its Sewer Maintenance Fund, and is entitled to all the benefits and is subject to all the limitations provided for therein. Reference is made to said Agreement for, inter alia, the rights of prepayment and the sources of payment of the principal and interest on this Purchase Money Promissory Note.

CITY OF PLACENTIA, CALIFORNIA

Damien R. Arrula, City Administrator

ATTEST:

Patrick J. Melia, City Clerk

APPROVED AS TO FORM:

Christian L. Bettenhausen, City Attorney

**SHORT-TERM LOAN AND REPAYMENT AGREEMENT
BETWEEN THE CITY OF PLACENTIA SEWER MAINTENANCE FUND
AND THE CITY OF PLACENTIA TRANSIT-ORIENTED DISTRICT SEWER DEVELOPMENT
IMPACT FUND**

This Short-Term Loan and Repayment Agreement is entered into as of the 3rd day of April, 2018 by and between the City of Placentia Sewer Maintenance Fund and the City of Placentia Transit-Oriented District (TOD) Sewer Development Impact Fee Fund, a municipal corporation organized and existing under the laws of the State of California ("City").

RECITALS

(i). The City desires to document a short term loan, in the amount of Three Hundred Eighteen Thousand Four Hundred Thirty Seven Dollars (\$318,437.00), from the City's Sewer Maintenance Fund to the City's TOD Sewer Development Impact Fee Fund, the funds to be used for the purpose of advance work on the design and construction of new sewer line in the TOD area.

(ii). The loan will be evidenced by a promissory note in the form attached as Attachment No. 1, including interest at the rate earned by the State of California's Local Agency Investment Fund (LAIF).

(iii). Within one (1) year the principle and interest associated with the loan will be paid to the Sewer Maintenance Fund upon receipt of TOD Sewer Development Impact Fees from the Intregal/Lyon Living project, scheduled to be received in June 2018.

NOW, THEREFORE, in consideration of the foregoing mutual recitals, covenants and conditions set forth herein, the parties hereto agree as follows:

Section 1. The City's Sewer Maintenance Fund hereby agrees to pay the City's TOD Sewer Development Impact Fee Fund as full consideration for the loan referred to in the recitals hereinabove, the total sum of Three Hundred Eighteen Thousand Four Hundred Thirty Seven Dollars (\$318,437.00) with interest thereon calculated at a rate equal to the annual rate earned on LAIF. The Sewer Maintenance Fund's obligations hereunder shall be evidenced by a Promissory Note substantially in the form attached hereto and incorporated herein by reference (the "Attachment No. 1 Purchase Money Promissory Note").

Payment of all accrued interest with respect to the Purchase Money Promissory and Payment of the outstanding principal with respect to the Purchase Money Promissory Note shall be due on or before April 3, 2019.

The City shall execute and deliver the Purchase Money Promissory Note as of the date of the execution of this Agreement.

Section 2. The City shall have the right at any time, based on staff's recommendations, to prepay without premium or penalty, the outstanding principle balance of the Purchase Money Promissory Note, or any portion thereof, with interest payable through the date of such prepayment.

Section 4. This Agreement shall terminate when the City has satisfied all of its obligations to repay the Sewer Maintenance Fund pursuant to the Purchase Money Promissory Note, including interest.

Section 5. In case any one or more of the provisions contained in this Agreement should be invalid, illegal or unenforceable in any respect, the validity, legality and enforceability of the remaining provisions contained herein shall not in any way be effected or impaired thereby.

Section 6. No member, officer, agent or employee of the City shall be individually or personally liable for the payment of, the principal of or interest on the Purchase Money Promissory Note.

IN WITNESS WHEREOF, the parties have executed this Agreement as of the date first set forth above.

CITY OF PLACENTIA, CALIFORNIA

Damien R. Arrula, City Administrator

ATTEST:

Patrick J. Melia, City Clerk

APPROVED AS TO FORM:

Christian L. Bettenhausen, City Attorney

**SHORT-TERM LOAN AND REPAYMENT AGREEMENT
BETWEEN THE CITY OF PLACENTIA SEWER MAINTENANCE FUND
AND THE CITY OF PLACENTIA TRANSIT-ORIENTED DISTRICT SEWER DEVELOPMENT
IMPACT FUND**

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RECITALS

(i). The City desires to document a short term loan, in the amount of Three Hundred Eighteen Thousand Four Hundred Thirty Seven Dollars (\$318,437.00), from the City's Sewer Maintenance Fund to the City's TOD Sewer Development Impact Fee Fund, the funds to be used for the purpose of advance work on the design and construction of new sewer line in the TOD area.

(ii). The loan will be evidenced by a promissory note in the form attached as Attachment No. 1, including interest at the rate earned by the State of California's Local Agency Investment Fund (LAIF).

(iii). Within one (1) year the principle and interest associated with the loan will be paid to the Sewer Maintenance Fund upon receipt of TOD Sewer Development Impact Fees from the Intregal/Lyon Living project, scheduled to be received in June 2018.

NOW, THEREFORE, in consideration of the foregoing mutual recitals, covenants and conditions set forth herein, the parties hereto agree as follows:

Section 1. The City's Sewer Maintenance Fund hereby agrees to pay the City's TOD Sewer Development Impact Fee Fund as full consideration for the loan referred to in the recitals hereinabove, the total sum of Three Hundred Eighteen Thousand Four Hundred Thirty Seven Dollars (\$318,437.00) with interest thereon calculated at a rate equal to the annual rate earned on LAIF. The Sewer Maintenance Fund's obligations hereunder shall be evidenced by a Promissory Note substantially in the form attached hereto and incorporated herein by reference (the "Attachment No. 1 Purchase Money Promissory Note").

Payment of all accrued interest with respect to the Purchase Money Promissory and Payment of the outstanding principal with respect to the Purchase Money Promissory Note shall be due on or before April 3, 2019.

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Section 2. The City shall have the right at any time, based on staff's recommendations, to prepay without premium or penalty, the outstanding principle balance of the Purchase Money Promissory Note, or any portion thereof, with interest payable through the date of such prepayment.

Section 4. This Agreement shall terminate when the City has satisfied all of its obligations to repay the Sewer Maintenance Fund pursuant to the Purchase Money Promissory Note, including interest.

Section 5. In case any one or more of the provisions contained in this Agreement should be invalid, illegal or unenforceable in any respect, the validity, legality and enforceability of the remaining provisions contained herein shall not in any way be effected or impaired thereby.

Section 6. No member, officer, agent or employee of the City shall be individually or personally liable for the payment of, the principal of or interest on the Purchase Money Promissory Note.

IN WITNESS WHEREOF, the parties have executed this Agreement as of the date first set forth above.

CITY OF PLACENTIA, CALIFORNIA

Damien R. Arrula, City Administrator

ATTEST:

Patrick J. Melia, City Clerk

APPROVED AS TO FORM:

Christian L. Bettenhausen, City Attorney



Placentia City Council

AGENDA REPORT

TO: CITY COUNCIL

FROM: CITY ATTORNEY

DATE: APRIL 3, 2018

SUBJECT: **CONTINUANCE OF PUBLIC HEARING ON RESOLUTION OF NECESSITY**

FISCAL
IMPACT: NONE

SUMMARY:

This item concerns a Resolution of Necessity hearing related to the City's acquisition of certain easements on property located at 567 Melrose Street in the City of Placentia. The City along with its licensee, Lamar Outdoor Advertising, Inc. ("Lamar"), constructed a digital billboard on a small landlocked parcel owned by the City that is abutted by the 57 Freeway on one side and property owned by 567 Melrose Street. LLC. ("Melrose") on the other. The billboard serves as a city-entry sign to welcome visitors to the City, post important public service alerts and announcements, to promote business and commerce, and to elevate city spirit and morale. The billboard also generates much needed revenue for City services and programs. The operation of the billboard requires various easements over and across the Melrose parcel, including (1) an Access Easement; (2) an Electrical Easement; (3) an Aerial Easement; and (4) a Temporary Construction Easement.

RECOMMENDATION:

The City Attorney recommends the hearing be continued to the City Council's April 17, 2018 meeting, at 7:00 p.m. to allow for further discussions between the parties.

Prepared by:

A handwritten signature in blue ink, appearing to read "Christian L. Bettenhausen", written over a horizontal line.

Christian L. Bettenhausen
City Attorney



Placentia City Council

AGENDA REPORT

TO: CITY COUNCIL

VIA: CITY ADMINISTRATOR

FROM: DIRECTOR OF PUBLIC WORKS

DATE: APRIL 3, 2018

SUBJECT: **PUBLIC HEARING AND FORMATION OF COMMUNITY FACILITIES DISTRICT NO. 2018-01 (TOD MAINTENANCE SERVICES) TO FUND CERTAIN PUBLIC SERVICES FOR THE TRANSIT ORIENTED DISTRICT (TOD) AREA**

FISCAL

IMPACT: There are no direct fiscal impacts to the City's budget associated with the recommended actions

SUMMARY:

On February 20, 2018, the City Council commenced proceedings necessary to establish a new Community Facilities District (CFD) within the City's Transit Oriented District (TOD) for the purpose of establishing a non-General Fund sustainable funding source to pay for ongoing maintenance and repairs of future public streetscape improvements constructed within the TOD project area. The first TOD project to be approved by the City Council is the Integral/Lyon Living Project and is considered the TOD "catalyst" project site. As required in the development agreement for this project, the property owner is required to form and annex itself into the proposed maintenance services CFD in accordance with the Mello-Roos Community Facilities Act of 1982. Future TOD projects will be required to annex into the CFD as well as a condition of receiving land entitlements. Tonight, the City Council may approve the recommended actions noted below, to complete the proceedings and formally establish the CFD.

RECOMMENDATION:

It is recommended that the City Council take the following actions:

1. Open the Public Hearing concerning the proposed Community Facilities District No. 2018-01 (the "CFD") for the Transit Oriented District Area; and
2. Receive the Staff Report, consider all public testimony, ask questions of Staff; and
3. Close the Public Hearing; and
4. Accept the Petition, Consent and Waiver from the landowner requesting the formation of a Community Facilities District (CFD) to fund maintenance services within the TOD project area; and

2.b.
April 3, 2018

5. Adopt Resolution No. R-2018-XX, A Resolution to Form a Community Facilities District and to Levy Special Taxes Therein, City of Placentia Community Facilities District (CFD) No. 2018-01 (TOD Maintenance Services); and
6. Adopt Resolution No. R-2018-XX, A Resolution Calling a Special Tax Election and submitting to the Qualified Electors the question of levying a special tax; and
7. Conduct a Special Election on the CFD formation during which the canvassing board opens the ballots, tallies the vote, and announces the results of the Special Election; and
8. Adopt Resolution No. R-2018-XX, A Resolution Declaring Results of the Special Tax Election, Determining Validity of Prior Proceedings, and Directing Recording of Notice of Special Tax Lien; and
9. Waive full reading, by title only, and introduce for first reading Ordinance No. O-2018-XX, an Ordinance of the City Council of the City of Placentia Levying Special Taxes Within Community Facilities District No. 2018-01.

DISCUSSION:

On April 4, 2017, the City Council approved General Plan Amendment 2017-01 and Zone Change 2017-01 creating the TOD. This action was the culmination of several years of planning effort and public outreach to create a new TOD project area immediately adjacent to the City's planned Metrolink Station. As part of that approval, the City Council also adopted private and public realm development standards as well as a detailed TOD streetscape master plan. The public realm standards in conjunction with the streetscape master plan provide for detailed design standards to be used by the City and private developers to construct various public amenities within the TOD project area.

These amenities include wider sidewalks; parkway trees and landscaping; landscaped medians; pedestrian amenities such as bike racks, benches and trash cans; decorative combination street and pedestrian lights and decorative crosswalks. City Council and the public were advised at that time that the streetscape improvements would be funded and constructed by developers or through development impact fees. Also envisioned at that time was the establishment of a CFD funded by property owners located within the District to create a sustainable non-General Fund funding source to pay for ongoing maintenance and future repairs of the new streetscape improvements.

The process to create the new CFD began with the City Council's approval of the TOD "catalyst" project site which is the Integral/Lyon Living Project, also known as "The Herald." On September 12, 2017, the City Council approved the land entitlements needed for this project along with a development agreement. The agreement requires Integral/Lyon Living to be the first project to create and annex itself into the new CFD. Once established, all future TOD developers will be required to annex their properties into the newly formed CFD as a condition of approval for receiving their entitlements.

In 1978, California voters enacted Proposition 13, which limited the ability of local public agencies to increase property taxes based on a property's assessed value. In 1982, the Mello-Roos Community Facilities Act of 1982 (Act) was created to provide an alternate method of financing public infrastructure and services. Under the Act, a CFD may fund public improvements with a useful life of five (5) years or more, such as park and recreational facilities, streets, sewer systems, schools, libraries, childcare facilities and other basic infrastructure. CFDs may also fund the maintenance and servicing of public landscape areas, parks, street lights, roads, storm drain systems, and police and fire services to maintain service levels.

The City will own and maintain all the new public amenities within the TOD which include road and street lighting facilities, landscape corridors, storm water basins, and pedestrian amenities. In order to provide funding for these services, the formation of a CFD and the levy of an annual special tax are proposed for the residential and nonresidential development within the TOD project area.

On February 20, 2018, the City Council adopted Resolution R-2018-08, declaring intention to form the CFD and set April 3, 2018, at 7:00 p.m. as the date and time of the public hearing on the resolution of intention to form the CFD. Tonight, in order to complete the formation proceedings, the following actions are required:

- The Public Hearing is held on April 3, 2018, at approximately 7:00 p.m.
- The City Council adopts a Resolution of Formation of the CFD. (Attachment 1)
- The City Council adopts a Resolution Calling a Landowner Special Tax Election for the Formation of the CFD. (Attachment 2)
- The election is held at approximately 7:00 PM on April 3, 2018, at which time the City Clerk opens the ballots, tallies the vote and announces the results of the election.
- The City Council adopts a Resolution Declaring Results of the Landowner Special Tax Election, Determining Validity of Prior Proceedings, and Directing Recording of the Notice of Special Tax Lien. (Attachment 3)

Pursuant to those actions, City Staff, with the assistance of SCl Consulting Group, has completed the following steps in order to facilitate the formation of the CFD:

- The map of the proposed boundary for CFD No. 2018-01 was filed with the County Clerk-Recorder on March 1, 2018.
- The CFD election ballot was mailed to the property owners at least 10 days prior to the date of the public hearing. The property owners are asked on the ballot whether they approve or disapprove of having their properties included in CFD No. 2018-01.

The resolution of intent also directed Staff to prepare a Public Hearing Report (Attachment 4) on the proposed CFD providing a description of the Services to be funded by the CFD and an estimate of the fair and reasonable cost of the services and incidental expenses for the CFD. The proposed CFD consists of annual maintenance, servicing of the street and street lighting facilities, storm drain facilities, landscape corridors, street signage, tree maintenance, utility costs, and open space areas. The Public Hearing Report also includes a map showing the

boundaries of the proposed CFD and the affected assessor's parcels. The estimated cost to maintain the public improvements within the TOD CFD amounts to \$117,500 in 2018 dollars. In addition, a 5% contingency amount has been built into the CFD cost along with an annual 10% CFD administration fee which brings the total annual TOD CFD revenues to \$135,800. The total annual CFD cost will be apportioned across the planned net residential unit build-out of the TOD project area and planned office and retail uses. Lastly, the CFD cost will be adjusted annually based on the Consumer Price Index (CPI).

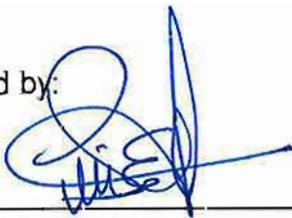
Each fiscal year, the City will determine the special tax requirement and associated annual special tax rates for the CFD based upon maintenance and servicing costs within the Project. The CFD special tax shall be annually adjusted for inflation by the annual change in the Los Angeles-Riverside-Orange County CPI, or three percent (3%), whichever is greater. The special tax will be levied and collected in perpetuity until such time the City determines that the revenue is no longer needed.

Upon the final approval of the CFD, a notice of special tax lien will be recorded with the County Recorder, resulting in a permanent lien on the assessor's parcels within the CFD. The lien continues in perpetuity unless the City Council terminates the special tax obligation by later Council actions in accordance with the Act.

FISCAL IMPACT:

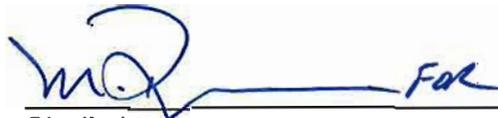
There is no direct fiscal impact to the City's budget associated with the recommended actions noted above. Formation of this CFD will generate approximately \$135,800 in new sustainable non-General Fund revenues each year at full project build-out that will be used to fund the ongoing cost of maintenance and repairs of all public improvements within the TOD project area.

Prepared by:



Luis Estevez
Director of Public Works

Reviewed and approved:



Shally Lim
Senior Financial Advisor

Reviewed and approved:



Damien R. Arrula
City Administrator

Attachments:

1. Resolution No. R-2018-XX Forming the CFD
2. Resolution No. R-2018-XX, Calling a Special Election of the Qualified Electors of the Territory to be included in the Formation the CFD
3. Resolution No. R-2018-XX, Declaring Results of Special Tax Election
4. Public Hearing Report
5. Ordinance No. O-2018-XX

RESOLUTION NO. R-2018-XX

**RESOLUTION TO FORM A COMMUNITY FACILITIES DISTRICT
AND TO LEVY SPECIAL TAXES THEREIN**

**CITY OF PLACENTIA
Community Facilities District No. 2018-01
(TOD Maintenance Services)**

WHEREAS, on February 20, 2018, the City Council (“Council”) of the City of Placentia (the “City”), County of Orange, State of California, adopted Resolution No. R-2018-08 entitled “Resolution of the City Council of the City of Placentia Declaring Intention to Establish a Community Facilities District and Authorize the Levy of Special Taxes Therein” (the “Resolution of Intention”) with respect to Community Facilities District No. 2018-01 (TOD Maintenance Services) (the “CFD”) of the City pursuant to the Mello-Roos Community Facilities Act of 1982, as amended, Chapter 2.5 of Part 1 of Division 2 of Title 5, commencing with Section 53311, of the California Government Code (the “Act”); and

WHEREAS, the Resolution of Intention incorporates a map of the proposed boundaries of the CFD, states the services to be provided, the cost of providing such services and the rate and method of apportionment of the special tax to be levied within the CFD, and is on file with the City Clerk and the provisions thereof are incorporated herein by this reference as if fully set forth herein; and

WHEREAS, the services to be provided as stated in the Resolution of Intention are set forth in Exhibit A attached hereto and hereby made a part hereof; and

WHEREAS, notice of a public hearing relating to the establishment of the CFD, the extent of the CFD, the financing of certain types of services and all other related matters has been given, and a CFD Public Hearing Report, as ordered by this Council, has been presented to this Council and has been made a part of the record of the hearing to establish such CFD, all pursuant to the Act and the Resolution of Intention relating to the proposed formation of the CFD; and

WHEREAS, at the hearing all interested persons desiring to be heard on all matters pertaining to the formation of the CFD, the services to be provided therein and the levy of said special tax were heard and a full and fair hearing was held; and

WHEREAS, written protests with respect to the formation of the CFD, the furnishing of specified types of services and the rate and method of apportionment of the special taxes have not been filed with the City Clerk by fifty percent (50%) or more of the registered voters residing within the territory of the CFD or property owners of one-half (1/2) or more of the area of land within the CFD and not exempt from the proposed special tax; and

WHEREAS, the special tax proposed to be levied in the CFD to pay for the proposed services to be provided therein has not been eliminated by protest by fifty percent (50%) or more of the registered voters residing within the territory of the CFD or the owners of one-half (1/2) or more of the area of land within the CFD and not exempt from the special tax.

NOW, THEREFORE, BE IT RESOLVED, as follows:

Section 1. Recitals Correct. The foregoing recitals are true and correct.

Section 2. No Majority Protest. The proposed special tax to be levied within the CFD has not been precluded by majority protest pursuant to Section 53324 of the Act.

Section 3. Prior Proceedings Valid. All prior proceedings taken by this Council in connection with the establishment of the CFD and the levy of the special tax have been duly considered and are hereby found and determined to be valid and in conformity with the Act.

Section 4. Name of CFD. The community facilities district designated "Community Facilities District No. 2018-01 (TOD Maintenance Services)" of the City is hereby established pursuant to the Act.

Section 5. Boundaries of CFD. The boundaries of the CFD are as set forth in the map of the CFD heretofore recorded on March 1, 2018, as Document No. 2018-73937, in the Orange County Recorder's Office and filed in Book 106 of Maps of Assessment and Community Facilities District at Page 19.

Section 6. Description of Services. The type of services proposed to be financed by the CFD and pursuant to the Act shall consist of those items listed as services (the "Services") in Exhibit A hereto and by this reference incorporated herein.

Section 7. CFD Public Hearing Report. The CFD Public Hearing Report, as now submitted, shall stand as the CFD Public Hearing Report for all future proceedings and all terms and contents are approved as set forth therein.

Section 8. Special Tax.

- a. Except to the extent that funds are otherwise available to the CFD to pay for the Facilities and Services, a special tax (the "Special Tax") sufficient to pay the costs thereof, secured by the recordation of a continuing lien against all nonexempt real property in the CFD, is intended to be levied annually within the CFD, and collected in the same manner as ordinary ad valorem property taxes or in such other manner as may be prescribed by this Council.
- b. The proposed rate and method of apportionment of the Special Tax among the parcels of real property within the CFD, in sufficient detail to allow each

landowner within the proposed CFD to estimate the maximum amount such owner will have to pay, are shown in Exhibit B attached hereto and by this reference incorporated herein.

Section 9. Responsible Official. The Director of Public Works, located 401 East Chapman Avenue, Placentia, CA 92870, telephone number (714) 993-8120, or his or her designee, will be responsible for preparing annually a current roll of special tax levy obligations by assessor's parcel number and who will be responsible for estimating future special tax levies pursuant to the Act.

Section 10. Special Tax Lien. Upon recordation of a notice of special tax lien pursuant to Section 3114.5 of the Streets and Highways Code of California, a continuing lien to secure each levy of the special tax shall attach to all nonexempt real property in the CFD and this lien shall continue in force and effect until the special tax obligation is prepaid and permanently satisfied and the lien canceled in accordance with law or until collection of the tax by the City ceases.

Section 11. Election. Pursuant to the provisions of the Act, the proposition of the levy of the special tax specified above shall be submitted to the qualified electors of the CFD at an election the time, place and conditions of which election shall be as specified by a separate resolution of this Council.

Section 12. Effective Date. This Resolution shall take effect upon its adoption.

APPROVED and ADOPTED this 3rd day of April 2018.

Chad Wanke, Mayor
City Of Placentia

ATTEST:

Patrick J. Melia, City Clerk

State Of California
County Of Orange

I, Patrick J. Melia, City Clerk of the City of Placentia Do Hereby Certify that the foregoing Resolution was adopted at a regular meeting of the City Council held on the 3rd day of April 2018 by the following vote:

AYES:	Councilmembers:
NOES:	Councilmembers:
ABSENT:	Councilmembers:
ABSTAIN:	Councilmembers:

Patrick J. Melia, City Clerk

APPROVED AS TO FORM:

Christian L. Bettenhausen, City Attorney

EXHIBIT A

DESCRIPTION OF SERVICES TO BE FUNDED BY THE CFD

CITY OF PLACENTIA Community Facilities District No. 2018-01 (TOD Maintenance Services)

The types of services to be funded by the CFD ("Services") shall include the annual operation, maintenance and servicing, including repair and replacement of street and street lighting facilities, storm drain facilities, landscape corridors, street signage, tree maintenance, utility costs, and open space areas; any incidental expenses authorized by the Act; and any other miscellaneous or incidental services identified by the City necessary to provide the described Services herein including the collection and accumulation of funds to pay for anticipated Service, future repairs and replacements and cost shortfalls.

The use of special tax proceeds shall be restricted to Services provided within the TOD area.

EXHIBIT B

RATE AND METHOD OF APPORTIONMENT OF SPECIAL TAX

CITY OF PLACENTIA Community Facilities District No. 2018-01 (TOD Maintenance Services)

A Special Tax authorized under the Mello-Roos Community Facilities Act of 1982 applicable to the land in the Community Facilities District No. 2018-01 (the "CFD") of the City of Placentia (the "City") shall be levied and collected according to the tax liability determined by the City through the application of the appropriate amount or rate described herein.

A. DEFINITIONS

"Acre" means each acre of the land area making up an Assessor's Parcel as shown on an Assessor's Parcel Map, or if the land area is not shown on an Assessor's Parcel Map, the land area shown on the applicable Final Map or other recorded County parcel map.

"Act" means the Mello-Roos Community Facilities Act of 1982, as amended, being Chapter 2.5, Division 2 of Title 5 of the Government Code of the State of California.

"Administrative Expenses" means the actual or estimated costs incurred by the City to determine, levy and collect the Special Taxes, including the proportionate amount of the salaries and benefits of City employees whose duties are directly related to administration of the CFD and the fees of Special Tax levy administrator, other consultants, legal counsel, the costs of collecting installments of the Special Taxes upon the County tax rolls and any other incidental costs authorized by the Act.

"Annexation Parcel" means any Parcel that is annexed to the CFD after it is formed.

"Annual Escalation Factor" means an amount equal to the percentage increase during the preceding year in the Consumer Price Index for All Urban Consumers in the Los Angeles-Riverside-Orange County metropolitan area (CPI-U), as published by the U.S. Department of Labor, Bureau of Labor Statistics, (or if this index ceases publication, an equivalent index), or 3 percent, whichever is greater.

"Assessor's Parcel" or **"Parcel"** means a lot or parcel shown on an Assessor's Parcel Map with an assigned Assessor's Parcel number.

“Assessor’s Parcel Number” means, with respect to an Assessor’s Parcel, that number assigned to such Assessor’s Parcel by the County for purposes of identification.

“Annual Special Tax” means the annual Special Tax, determined in accordance with Section D below to be levied in the CFD in any Fiscal Year on any Assessor’s Parcel.

“Base Year” means the Fiscal Year ending June 30, 2019.

“Certificate of Occupancy” means a permit issued by the City authorizing the occupancy of a new Residential Unit or new Nonresidential Building Area.

“CFD Administrator” means an official of the City, or designee thereof, responsible for determining and providing for the levy and collection of the Special Tax.

“CFD” or “CFD No. 2018-01” means Community Facilities District No. 2018-01 (TOD Area Maintenance) of the City of Placentia.

“City” means the City of Placentia.

“Council” means the City Council of the City of Placentia, acting as the legislative body of the City and the CFD.

“County” means the County of Orange, California.

“County Assessor” means the Orange County Assessor.

“Developed Property” means, in any Fiscal Year, all Taxable Property for which a Certificate of Occupancy has been issued after December 31, 2017 and prior to May 1 of the preceding Fiscal Year. These Assessor’s Parcels can be classified into one of following groups: Single Family Detached, Single Family Attached, Multi-Family Residential, Retail/Other, Office, and Industrial.

“Existing Developed Property” means Residential Units and Nonresidential Building Area for which a building permit has been issued prior to January 1, 2018.

“Fiscal Year” means the period starting July 1 and ending the following June 30.

“Future Annexation Area” means the territory designated for potential future annexation to the CFD as shown in the “Map of Proposed Boundaries of the Community Facilities District No. 2018-01.”

“Industrial Property” means all Assessor Parcels of Developed Property for which a Certificate of Occupancy has been issued after December 31, 2017 and prior to May 1 of the preceding Fiscal Year for manufacturing construction.

“Land Use Classification” means any of the classes listed in Section B(1).

“Maximum Special Tax” means the greatest amount of Special Tax, determined in accordance with Sections B and C below that can be levied in the CFD in any Fiscal Year on any Assessor’s Parcel.

“Multi-Family Residential Property” means all Assessor Parcels of Developed Property for which a Certificate of Occupancy has been issued for construction of a structure with more than one Residential Unit after December 31, 2017 and prior to May 1 of the preceding Fiscal Year. This category includes but is not limited to apartment buildings, duplexes, triplexes, fourplexes, and condominiums.

“Nonresidential Building Area” means the “chargeable covered and enclosed space” as defined by California Government Code section 65995(b)(2) to be constructed on Retail/Other Property, Office Property and Industrial Property.

“Office Property” means all Assessor Parcels of Developed Property for which a Certificate of Occupancy has been issued after December 31, 2017 and prior to May 1 of the preceding Fiscal Year for general, professional and medical office construction.

“Public Property” means any property within the boundaries of the CFD that is either (i) owned by the federal government, the State of California, the County, another public agency, or a private nonprofit organization that owns and is responsible for conservation of open space areas or (ii) encumbered by an easement owned by any such public agency or private organization which easement makes the development of such property impractical. Notwithstanding the foregoing, a leasehold or other possessory interest in any such property which is subject to taxation pursuant to Section 53340.1 of the Act shall not constitute “Public Property.”

“Residential Unit” means each separate residential dwelling unit on an Assessor's Parcel that comprises an independent facility capable of conveyance or rental as distinct from adjacent residential dwelling units. An accessory residential dwelling unit that shares a Parcel with a Single Family Detached Residential Unit shall not be considered as a Residential Unit for the purposes of this RMA.

“Retail/Other Property” means all Assessor Parcels of Developed Property for which a Certificate of Occupancy has been issued for the retail, commercial, or other nonresidential construction after December 31, 2017 and prior to May 1 of the preceding Fiscal Year and is not Industrial Property or Office Property.

“RMA” means this Rate and Method of Apportionment of Special Tax.

“Services” means the services authorized to be funded by the CFD as described in the Resolution of Intention for the CFD.

“Single-Family Attached Property” means all Assessor Parcels of Developed Property for which a Certificate of Occupancy has been issued after December 31, 2017 and prior to May 1 of the preceding Fiscal Year for construction of a residential structure consisting of two or more Residential Units that share common walls, have separate Assessor’s Parcel Numbers assigned to them (except for a duplex Residential Unit which may share an Assessor’s Parcel Number with another duplex Residential Unit).

“Single-Family Detached Property” means all Assessor Parcels of Developed Property for which a Certificate of Occupancy has been issued after December 31, 2017 and prior to May 1 of the preceding Fiscal Year for construction of a single-family Residential Unit that does not share a common wall with another Residential Unit.

“Special Tax” means a Special Tax levied in any Fiscal Year to pay the Special Tax Requirement.

“Special Tax Requirement” means the amount required in any Fiscal Year for the CFD to 1) provide the Services; 2) pay for reasonable Administrative Expenses; 3) pay any amounts required to establish or replenish any reserve funds, and 4) cure any delinquencies in the payment of Special Taxes which have occurred in the prior Fiscal Year or pay for reasonably anticipated delinquent Special Taxes based on the delinquency rate for Special Taxes levied in the previous Fiscal Year.

“State” means the State of California.

“Taxable Property” means any Assessor’s Parcel that is not Tax-Exempt Property.

“Tax-Exempt Property” means any Parcel within the CFD which is not Developed Property or Undeveloped Property, and includes Public Property and Existing Developed Property.

“Undeveloped Property” means any Assessor’s Parcel which is not Tax-Exempt Property, and for which no Certificate of Occupancy has been approved and issued by June 30 of the previous Fiscal Year.

B. DETERMINATION OF MAXIMUM SPECIAL TAX

The Maximum Special Tax shall be calculated as follows:

- 1. Classification of Parcels.** Each Fiscal Year, using the Definitions above and the Parcel records of the County Assessor's Secured Tax Roll of July 1, the City shall cause each Parcel of land in the CFD to be classified as Developed Property, Undeveloped Property, or Tax-Exempt Property. The City shall cause all Developed Property to be further classified as Single Family Detached Property, Single Family Attached Property, Multi-Family Property, Retail/Other Property, Office Property and Industrial Property.
- 2. Assignment of Maximum Special Tax.** Each Fiscal Year, the Base Year Maximum Tax shown below shall be escalated as specified in Section C, Annual Adjustment of Maximum Special Tax, to determine the Maximum Special Tax for the upcoming Fiscal Year for each Land Use Classification.

Land Use Classification	Base Year Maximum Tax
Developed Single Family Detached Property	\$138 per Residential Unit
Developed Single Family Attached Property	\$112 per Residential Unit
Developed Multi-Family Property	\$127 per Residential Unit
Developed Retail/Other Property	\$0.09 per square foot of Nonresidential Building Area
Developed Office Property	\$0.13 per square foot of Nonresidential Building Area
Developed Industrial Property	\$0.06 per square foot of Nonresidential Building Area
Undeveloped Property	\$0
Tax-Exempt Property	\$0

- 3. Conversion of a Tax-Exempt Property to a Taxable Property.** If a Tax-Exempt Property is not needed for public use and is converted to private use, it shall become subject to the Special Tax.
- 4. Multiple Land Use Classifications.** In some instances, an Assessor's Parcel may contain more than one Land Use Classification. The Maximum Special Tax that can be levied on an Assessor's Parcel shall be the sum of the Maximum Special Taxes that can be levied for all Land Use Classes located on that Assessor's Parcel. The CFD Administrator shall determine the allocation to each Land Use Classification.
- 5. Existing Developed Property.** Residential Units and Nonresidential Building Area for which a building permit has been issued prior to January 1, 2018 is exempt from the Special Tax.

6. Annexed Property. Each Assessor's Parcel of Developed Property that is annexed into the CFD shall be subject to the Special Tax in effect during the current Fiscal Year.

C. ANNUAL ADJUSTMENT OF MAXIMUM SPECIAL TAX

Beginning in January 2019 and each January thereafter, the Maximum Special Tax shall be adjusted each fiscal year in an amount equal to the percentage increase during the preceding year in the Consumer Price Index for All Urban Consumers in the Los Angeles-Riverside-Orange County metropolitan area (CPI-U), as published by the U.S. Department of Labor, Bureau of Labor Statistics, (or if this index ceases publication, an equivalent index), or three (3) percent, whichever is greater. Each annual adjustment of the Maximum Special Tax shall become effective for the following Fiscal Year.

D. DETERMINATION OF THE ANNUAL SPECIAL TAX

Commencing with the Base Year, and for each subsequent Fiscal Year, the Council shall determine the Special Tax Requirement and shall levy the Annual Special Tax on each Assessor's Parcel of Developed Property at up to one hundred percent of the applicable Maximum Special Tax to fund the Special Tax Requirement.

Under no circumstances will the Annual Special tax levied against any Assessor's Parcel of Developed Property increase by more than ten (10) percent as a consequence of delinquency or default by the owner of any other Assessor's Parcel within the CFD.

Subject to the preceding, the amount of Annual Special Tax levied upon any Developed Property and Undeveloped Property in any Fiscal Year shall not exceed the Maximum Special Tax for such Fiscal Year as computed herein.

E. DURATION OF THE SPECIAL TAX

Assessor's Parcels in the CFD shall remain subject to the Special Tax in perpetuity. If the Special Tax ceases to be levied, the City or its designee shall direct the County Recorder to record a Notice of Cessation of Special Tax. Such notice will state that the obligation to pay the Special Tax has ceased and that the lien imposed by the Notice of Special Tax Lien is extinguished.

F. PREPAYMENT OF SPECIAL TAX

Prepayment of the Special Tax is not authorized.

G. APPEALS AND INTERPRETATION PROCEDURE

Any property owner who feels that the portion of the Special Tax levied on the subject property is in error, may file a written appeal no later than April 10 of the Fiscal Year in which the levy occurred, with the Public Works Director or his or her designee, appealing the levy of the Special Tax on the subject property. Public Works Director or his or her designee will promptly review the appeal, and, if necessary, meet with the applicant, and decide the merits of the appeal. If the findings of the Public Works Director or his or her designee verify that the Special Tax levied should be modified, the Special Tax levy for future Fiscal Years shall be corrected, and a credit against future Special Taxes shall be arranged, if applicable. Any overcharges shall be corrected solely by means of adjustments to future Special Tax levies; no cash refunds shall be made. Any dispute over the decision of the Public Works Director or his or her designee shall be referred to the Public Works Director, and the Council and the decision of the Council shall be final and binding on all parties.

Interpretation may be made by resolution of the Council for purposes of clarifying any vagueness or uncertainty as it relates to the application of the Special Tax rate, or application of the method of apportionment, or classification of properties or any definition applicable to the CFD.

H. COLLECTION OF THE SPECIAL TAX

The Special Tax shall be collected each year in the same manner and at the same time as ad valorem property taxes are collected and shall be subject to the same penalties and lien priorities in the case of delinquency as is provided for ad valorem taxes. The City shall cause the actions required above to be done for each Fiscal Year in a timely manner to assure that the schedule of the Special Taxes to be collected are received by the County Auditor for inclusion with billings for such ad valorem taxes for the applicable Fiscal Year. However, the CFD Administrator may directly bill the Special Tax, may collect Special Taxes at a different time or in a different manner if necessary to meet the financial obligations of the City or as otherwise determined appropriate by the CFD Administrator.

RESOLUTION NO. R-2018-XX

**RESOLUTION CALLING A SPECIAL TAX ELECTION AND SUBMITTING TO THE
QUALIFIED ELECTORS THE QUESTION OF LEVYING A SPECIAL TAX**

**CITY OF PLACENTIA
Community Facilities District No. 2018-01
(TOD Maintenance Services)**

WHEREAS, on February 20, 2018, the City Council ("Council") of the City of Placentia (the "District"), County of Orange, State of California, adopted Resolution No. R-2018-08 entitled "Resolution of the City Council of the City of Placentia Declaring Intention to Establish a Community Facilities District" (the "Resolution of Intention") with respect to Community Facilities District No. 2018-01 (TOD Maintenance Services) (the "CFD") of the District pursuant to the Mello-Roos Community Facilities Act of 1982, as amended, Chapter 2.5 of Part 1 of Division 2 of Title 5, commencing with Section 53311, of the California Government Code (the "Act"); and

WHEREAS, on April 3, 2018, the Council adopted Resolution No. R-2018-XX entitled "A Resolution of the City Council of the City of Placentia to Form a Community Facilities District" (the "Resolution of Formation"); and

WHEREAS, pursuant to the provisions of the Resolution of Formation, a proposition to authorize the levy of special taxes within the CFD is to be submitted to the Qualified Electors of the CFD as required by the Mello-Roos Community Facilities Act of 1982, as amended (the "Act").

NOW, THEREFORE, BE IT RESOLVED by the City Council of the City of Placentia as follows:

Section 1. Qualified Electors. The Council has heretofore found that fewer than twelve persons have been registered to vote within the territory of the CFD for the ninety days preceding the close of the public hearing heretofore held by the Council for the purposes of these proceedings. Accordingly, the vote shall be by the landowners within the CFD (the "Qualified Electors"), and each qualified elector at the close of such public hearing, or the authorized representative thereof, shall have one vote for each acre or portion of an acre that he or she owns within the CFD.

Section 2. Election Process. The ballot related to the levy of the CFD special tax shall be submitted to the Qualified Electors at a special election to be held on April 3, 2018, immediately following the adoption of this resolution. Such election shall be a special election to be conducted by the City Clerk (hereinafter referred to as the "Election Official"). If the proposition for the levy of the special tax receives the approval of more than two-thirds (2/3rds) of the votes cast on the proposition, the special tax thereby approved may be levied as provided for in the Resolution of Formation.

Section 3. Petition on File. There is on file with the City Clerk a Petition, Consent and Waiver executed by each qualified elector of the CFD requesting a shortening of the time for the special election in order to expedite the process of formation of the CFD and unanimously waiving any requirement for analysis and arguments in connection therewith.

Section 4. Conduct of the Election. The Election Official has consented to conduct the special election on April 3, 2018, which date is less than 125 days following the adoption of the Resolution of Formation. The special election shall be conducted by personally delivered or mailed ballots and in accordance with the provisions of law regulating elections of the CFD insofar as such provisions are determined by the City Clerk to be applicable. The voted ballots shall be returned to the City Clerk not later than 4:30 p.m. on April 3, 2018; provided that if all of the Qualified Electors have voted prior to such time, the election may be closed by the City Clerk.

Section 5. Ballot. The form of the ballot for the election is attached hereto as Exhibit A and by this reference incorporated herein. The Election Official shall cause to be delivered to each of the Qualified Electors of the CFD a ballot in said form. Each ballot shall indicate the number of votes to be voted by the respective qualified elector based upon the number of acres of land or portion thereof which he or she owns within the CFD. The identification envelope for return of the ballot shall be enclosed with the ballot, shall have the postage prepaid and shall contain: (a) the name and address of the qualified elector; (b) a declaration, under penalty of perjury, stating that the qualified elector is the owner of record, or the authorized representative thereof, and is the person whose name appears on the identification envelope; (c) the printed name, signature and address of the qualified elector; (d) the date of signing and place of execution of the declaration described above; and (e) a notice that the envelope contains an official ballot and is to be opened only by the canvassing board. Analysis and arguments with respect to the ballot proposition are hereby waived.

Section 6. Vote. The appropriate mark on the ballot placed in the voting square after the word "YES" shall be counted in favor of the adoption of the proposition, and the appropriate mark placed in the voting square after the word "NO" in the manner as authorized, shall be counted against the adoption of such proposition.

Section 7. Receiving Ballots. The Election Official shall accept the ballots of the Qualified Electors in the office of the City Clerk upon and prior to 4:30 p.m. on April 3, 2018, whether said ballots shall be personally delivered or received by mail.

Section 8. Election Procedure. The Election Official is hereby authorized to take any and all steps necessary for holding the above special election. The Election Official shall perform and render all services and proceedings incidental to and connected with the conduct of the special election, including but not limited to, the following:

- A. Prepare and furnish the necessary election supplies for the conduct of the election.
- B. Cause to be printed the requisite number of official ballots, tally sheets, and other necessary forms.
- C. Furnish official ballots for the Qualified Electors of the CFD.
- D. Cause the official ballots to be presented to the Qualified Electors, as required by law.
- E. Receive the returns of the election and supplies.
- F. Sort and assemble the election material and supplies in preparation for the canvassing of the returns.
- G. Canvass the returns of the election.
- H. Furnish a tabulation of the number of votes given in the election.
- I. Conduct and handle all other matters relating to the proceedings and conduct of the election in the manner and form as required by law.

Section 9. Effective Date. This resolution shall take effect immediately upon its passage.

APPROVED and ADOPTED this 3rd day of April 2018.

Chad Wanke, Mayor, City Of Placentia

ATTEST:

Patrick J. Melia, City Clerk

STATE OF CALIFORNIA
COUNTY OF ORANGE

I, Patrick J. Melia, City Clerk of the City of Placentia do hereby certify that the foregoing Resolution was adopted at a regular meeting of the City Council held on the 3rd day of April 2018 by the following vote:

- AYES: Councilmembers:
- NOES: Councilmembers:
- ABSENT: Councilmembers:
- ABSTAIN: Councilmembers:

Patrick J. Melia, City Clerk

APPROVED AS TO FORM:

Christian L. Bettenhausen, City Attorney

EXHIBIT A

**CITY OF PLACENTIA
Community Facilities District No. 2018-01
(TOD Maintenance Services)**

**OFFICIAL BALLOT
SPECIAL TAX ELECTION**

This ballot is for the special landowner election. You must return this ballot in the enclosed postage-paid envelope to the office of the City of Placentia City Clerk no later than 4:30 p.m. on April 3, 2018, either by mail or in person. The office of the City Clerk is located at 401 East Chapman Avenue, Placentia, CA 92870.

To Vote, mark a cross (X) in the voting square after the word "YES" or after the word "NO." All marks otherwise made are forbidden. All distinguishing marks are forbidden and make the ballot void. If you wrongly mark, tear, or deface this ballot, return it to the City Clerk for the City of Placentia and obtain another.

<p>BALLOT MEASURE: Shall special taxes be levied annually on taxable property within the City of Placentia ("City") Community Facilities District No. 2018-01 (TOD Maintenance Services), County of Orange, State of California, to pay for the cost of services described in Exhibit "A" to Resolution No. R-2018-08 adopted by the City Council on February 20, 2018, and to pay expenses incidental thereto and to levy the collection of the special taxes, at the special tax rates and pursuant to the method of apportioning the special taxes set forth in Exhibit "B" to Resolution No. R-2018-08.</p>	<p>YES: _____ NO: _____</p>
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By execution in the space provided below, I hereby declare under penalty of perjury that the voter listed below is the owner of record or authorized representative of the landowner entitled to vote this ballot. I also confirm the waiver of the time limit pertaining to the conduct of the election and any requirement for notice of election and analysis and arguments with respect to the ballot measure, as such waivers are described and permitted by Section 53326(a) and 53327(b) of the California Government Code.

Number of Votes: 4

Property Owner: The Herald-Placentia Owner, LLC.
c/o: Lyon Living
Attention: Mike Barmettler
Address: 4901 Birch Street
Newport Beach, CA 92660

By: _____
Signature: _____
Title: _____

RESOLUTION NO. R-2018-XX

**RESOLUTION DECLARING RESULTS OF SPECIAL TAX ELECTION,
DETERMINING VALIDITY OF PRIOR PROCEEDINGS, AND DIRECTING
RECORDING OF NOTICE OF SPECIAL TAX LIEN**

**CITY OF PLACENTIA
Community Facilities District No. 2018-01
(TOD Maintenance Services)**

WHEREAS, in proceedings heretofore conducted by the City Council ("Council") of the City of Placentia (the "District"), County of Orange, State of California, pursuant to the Mello-Roos Community Facilities Act of 1982, as amended (the "Act"), has previously undertaken proceedings to create and did establish the City of Placentia Community Facilities District No. 2018-01 (TOD Maintenance Services) (the "CFD") pursuant to the terms and provisions of the "Mello-Roos Community Facilities Act of 1982," being Chapter 2.5, Part 1, Division 2, Title 5 of the Government Code of the State of California (the "Act"); and

WHEREAS, the Council has heretofore adopted a resolution calling a special election of the qualified electors in the territory of land of the CFD as authorized by and accordance with the Act; and

WHEREAS, the Council did call for and order to be held an election to submit to the qualified electors within the CFD a proposition relating to the levy of special taxes within the CFD; and

WHEREAS, all requirements, including but not limited to any time limit, pertaining to the conduct of the special election have been waived by unanimous consent of the qualified electors of the CFD as authorized by the Act, which executed Landowner Petition, Waiver and Consent from each qualified elector is on file with the City Clerk and with the concurrence of the City Clerk as the designated election official (the "Election Official") conducting the election; and

WHEREAS, as authorized by the unanimous waiver of special election requirements by all qualified electors pursuant to the Act (California Government Code section 53326(a)), the special election is by ballot mailed with the Notice of Public Hearing to all of the property owners within the CFD by the Election Official, to be tabulated by the Election Official at 4:30 p.m. or as soon thereafter at the close of the public hearing on April 3, 2018; and

WHEREAS, the Election Official has certified that a ballot in the form set forth in Exhibit A hereto was caused to be delivered to each of qualified electors in the CFD, that each ballot indicated the number of votes to be voted by the respective landowner to which it pertains, that each ballot was accompanied by all supplies and written instructions necessary for the use and return of the ballot, and that the envelopes to

return the ballot were enclosed with the ballot, and contained the following: (a) the name and address of the landowner, (b) a declaration, under penalty of perjury, stating that the voter is the owner of record or authorized representative of the landowner entitled to vote and is the person whose name appears on the envelope, (c) the printed name, signature and address of the voter, (d) the date of signing and place of execution of the declaration pursuant to clause (b) above, and (e) a notice that the envelope contains an official ballot; and

WHEREAS, the City Clerk accepted the ballots of the qualified electors in his office upon and prior to 4:30 p.m. on April 3, 2018, or as soon thereafter as the matter could be heard, which is the special election date, whether said ballots be personally delivered or received by mail. The City Clerk also made available ballots to be marked at her office on the election day by said qualified electors; and

WHEREAS, the City Clerk has on file a Canvass and Statement of Results of Election, a copy of which is attached hereto as Exhibit B; and

WHEREAS, the Council has reviewed that canvass and hereby approves it; and

WHEREAS, at this time said election had been held, and the measure voted upon such measure did receive the favorable votes of at least 2/3rds of the qualified electors within the CFD, and this Council desires to declare the results of the election in accordance with the provisions of the Elections Code of the State of California.

NOW, THEREFORE, BE IT RESOLVED, as follows:

Section 1. Recitals. The foregoing recitals are all true and correct.

Section 2. Issues Presented. The issues presented at the special election were the levy of a special tax within the CFD pursuant to Resolution No. R-2018-XX (the "Resolution of Formation").

Section 3. Canvass and Issues Approved. The Council hereby approves the Canvass and finds that it shall be a permanent part of the record of its proceedings for the CFD. Pursuant to the Canvass and Statement of Results of Election, the ballot proposition presented at the special election was approved by the qualified electors of the CFD by more than two-thirds of the votes cast at the special election. The City Clerk is hereby directed, pursuant to the provisions of the Elections Code of the State of California, to enter in the minutes the results of the election as set forth in said Canvass and Statement of Results of Election.

Section 4. Proceedings Approved. Pursuant to the voter approval, the CFD is hereby declared to be fully formed with authority to levy the special taxes in accordance with the approved Rate and Method of Apportionment of Special Tax as heretofore provided in these proceedings and in the Act. It is hereby found that all prior proceedings and actions taken by this Council with respect to the CFD were valid and in conformity with the Act.

Section 5. Notice of Special Tax Lien. The City Clerk is hereby directed to complete, execute and cause to be recorded in the office of the County Recorder of the County of Orange a notice of special tax lien in the form required by the Act, such recording to occur no later than 15 days following adoption by the Council of this resolution.

Section 6. Effective Date. This Resolution shall become effective immediately upon adoption.

APPROVED and ADOPTED this 3rd day of April 2018.

Chad Wanke, Mayor, City Of Placentia

ATTEST:

Patrick J. Melia, City Clerk

STATE OF CALIFORNIA
COUNTY OF ORANGE

I, Patrick J. Melia, City Clerk of the City of Placentia do hereby certify that the foregoing Resolution was adopted at a regular meeting of the City Council held on the 3rd day of April 2018 by the following vote:

AYES: Councilmembers:
NOES: Councilmembers:
ABSENT: Councilmembers:
ABSTAIN: Councilmembers:

Patrick J. Melia, City Clerk

APPROVED AS TO FORM:

Christian L. Bettenhausen, City Attorney

EXHIBIT A

**CITY OF PLACENTIA
Community Facilities District No. 2018-01
(TOD Maintenance Services)**

**OFFICIAL BALLOT
SPECIAL TAX ELECTION**

This ballot is for the special landowner election. You must return this ballot in the enclosed postage-paid envelope to the office of the City of Placentia City Clerk no later than 4:30 p.m. on April 3, 2018, either by mail or in person. The office of the City Clerk is located at 401 East Chapman Avenue, Placentia, CA 92870.

To Vote, mark a cross (X) in the voting square after the word "YES" or after the word "NO." All marks otherwise made are forbidden. All distinguishing marks are forbidden and make the ballot void. If you wrongly mark, tear, or deface this ballot, return it to the City Clerk for the City of Placentia and obtain another.

BALLOT MEASURE: Shall special taxes be levied annually on taxable property within the City of Placentia ("the City") Community Facilities District No. 2018-01 (TOD Maintenance Services), County of Orange, State of California, to pay for the cost of services described in Exhibit "A" to Resolution No. R-2018-08 adopted by the City Council on February 20, 2018, and to pay expenses incidental thereto and to levy the collection of the special taxes, at the special tax rates and pursuant to the method of apportioning the special taxes set forth in Exhibit "B" to Resolution No. R-2018-08.	YES: _____ NO: _____
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By execution in the space provided below, I hereby declare under penalty of perjury that the voter listed below is the owner of record or authorized representative of the landowner entitled to vote this ballot. I also confirm the waiver of the time limit pertaining to the conduct of the election and any requirement for notice of election and analysis and arguments with respect to the ballot measure, as such waivers are described and permitted by Section 53326(a) and 53327(b) of the California Government Code.

Number of Votes: 4

Property Owner: The Herald-Placentia Owner, LLC.
c/o: Lyon Living
Attention: Mike Barmettler
Address: 4901 Birch Street
Newport Beach, CA 92660

By: _____
Signature: _____
Title: _____

EXHIBIT B

**CITY OF PLACENTIA
Community Facilities District No. 2018-01
(TOD Maintenance Services)**

CANVASS AND STATEMENT OF RESULT OF ELECTION

I hereby certify that on this date, I canvassed the returns of the election held on this date, in Community Facilities District No. 2018-01 (TOD Maintenance Services) of the City of Placentia which election is designated as the Special Tax Election, and the total number of ballots cast and the total number of votes cast for and against the measure are as follows and the totals as shown for and against the measure are full, true and correct:

	Qualified		Landowner Votes		YES	NO
	Landowner	Ballots	Cast	Ballots	Cast	
	Ballots	Cast	Votes	Cast	YES	NO
City of Placentia						
Community Facilities District No. 2018-01						
Special Tax Election						
April 3, 2018	<u>1</u>	<u> </u>	<u>4</u>	<u> </u>	<u> </u>	<u> </u>

BALLOT MEASURE: Shall special taxes be levied annually on Taxable property within the City of Placentia ("City") Community Facilities District No. 2018-01 (TOD Maintenance Services) (the "CFD"), County of Orange, State of California, to pay for the cost of services described in Exhibit "A" to Resolution No. R-2018-08 adopted by the City Council on February 20, 2018, and to pay expenses incidental thereto and to levy the collection of the special taxes, at the special tax rates and pursuant to the method of apportioning the special taxes set forth in Exhibit "B" to Resolution No. R-2018-08.

IN WITNESS WHEREOF, I HAVE HEREUNTO SET MY HAND this 3rd day of April 2018.

CITY OF PLACENTIA

By: _____
Patrick J. Melia, City Clerk



CITY OF PLACENTIA

PUBLIC HEARING REPORT COMMUNITY FACILITIES DISTRICT No. 2018-01 (TOD MAINTENANCE SERVICES)

APRIL 2018
FINAL REPORT

PREPARED FOR:

**CITY COUNCIL
CITY OF PLACENTIA**

PREPARED BY:


SCI Consulting Group
4745 MANGLES BOULEVARD
FAIRFIELD, CALIFORNIA 94534
707.430.4300 PHONE
707.430-4319 FAX
www.sci-cg.com

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CITY OF PLACENTIA

CITY COUNCIL

Craig Green, Mayor

Chad Wanke, Mayor Pro Tempore

Rhonda Shader, Councilmember

Ward Smith, Councilmember

Jeremy Yamaguchi, Councilmember

CITY ADMINISTRATOR

Damien Arrula

DIRECTOR OF PUBLIC WORKS

Luis Estevez

DIRECTOR OF DEVELOPMENT SERVICES

Joseph Lambert

DIRECTOR OF ECONOMIC DEVELOPMENT

Jeannette Ortega

CITY ATTORNEY

Christian Bettenhausen

SPECIAL TAX CONSULTANT

Blair Aas, SCI Consulting Group

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INTRODUCTION

The City of Placentia ("City") desires to redevelop the area south and west of the planned Metrolink Station, commonly referred to as the Packing House area, into a modern walkable, vibrant, and sustainable transit-oriented development ("TOD area"). The TOD area will include a mixture of new high-density housing, office, retail and other amenities integrated into a walkable neighborhood and located within a half-mile of a new public train station. Once fully redeveloped, the TOD area would include up to 1,000 multifamily units, 60,000 square feet of retail / commercial area, and 15,000 square feet of office space.

The City will own and maintain the streets and street lighting facilities, flood and storm protection facilities, stormwater treatment facilities, landscape corridors, and open space areas within the TOD area. To provide funding for these services, the formation of a Mello-Roos Community Facilities District ("CFD") and the levy of an annual special tax are proposed on the new residential and nonresidential development within the CFD.

On February 20, 2018, the Placentia City Council ("Council") adopted Resolution 2018-08 declaring its intent to establish a CFD in connection with the TOD area, authorizing the levy of the special tax therein, and scheduling a public hearing on the matter for April 3, 2018. This CFD Public Hearing Report ("Report") was prepared pursuant to California Government Code § 53321.5. The purpose of this Report is to provide the following information at the public hearing:

- Describe the Services to be funded by the CFD; and
- Provide an estimate of the fair and reasonable cost of the Services and incidental expenses for the CFD.

Additionally, the Report details the allocation of annual costs and special tax on residential and nonresidential land uses in the CFD.

Four important exhibits are attached to this Report. Exhibit A shows the boundaries of the Project and the proposed boundaries of the CFD. Exhibit B is the description of landowner property(ies) included in the formation of the proposed CFD and the future annexation area. Exhibit C describes the Services will be financed by the proposed CFD. Exhibit D details the rate and method of apportionment of the proposed special tax.

DESCRIPTION OF CFD BOUNDARIES AND FUTURE ANNEXATION AREA

All territory within the TOD area is planned to be included in the CFD. The CFD formation will initially include one new multifamily development project. Integral Communities, in partnership with Lyon Living, has submitted a preliminary site plan to build a five-story, 215-unit luxury apartment complex on 3.03 acres on Crowther Avenue in the TOD area. The territory designated for potential future annexation to the CFD will include all other territory within the TOD area and may be annexed in the CFD after the filing of a development plan.

The boundaries of CFD No. 2018-01 are described in Exhibit "A," a reduced scale map entitled "Map of Proposed Boundaries of Community Facilities District No. 2018-01." The boundaries of the Future Annexation Area for the CFD are included as well. The parcels of real property within the CFD are described more particularly on the assessor's parcel maps that are on file in the Office of the Orange County Assessor or on maps filed with the County Recorder in connection with lot line adjustments and are incorporated into this Report by reference. Exhibit B lists the landowners and their respective assessor's parcel numbers that will participate in the initial formation.

A full-scale map will be on file in the Office of the City Clerk and recorded with the County Recorder upon adoption of a Resolution of Intention to form the CFD by the City Council.

DESCRIPTION OF SERVICES AND ANNUAL COST

The types of services to be funded by the CFD ("Services") shall generally include the annual operation, maintenance, and servicing, including repair and replacement of street and street lighting facilities, storm drain facilities, landscape corridors, street signage, tree maintenance, utility costs, and open space areas. A portion of the special taxes proceeds will be placed in a sinking fund to be used by the City to fund future replacement costs. The Special Tax will fund Services that are in addition to those provided in or required for the territory within the CFD and will not be replacing Services already available. The list of authorized Services to be funded by the CFD are further described in Exhibit C.

The use of special tax proceeds shall be restricted to Services provided within the TOD area.

As shown in Figure 1 below, the total annual maintenance costs (in 2018 dollars) for the Services required to meet the needs of the CFD at buildout are estimated to be \$117,500 annually. The cost for annual CFD administration and other incidental costs is 10 percent of the total Services costs or approximately \$12,400 annually.

FIGURE 1 – ESTIMATE OF ANNUAL COSTS

Cost Component	Quantity		Unit Cost	Unit	Annual Cost
	Calc	a			
City Maintenance Employee		1.0	\$65,000	FTE	\$65,000
Lanscaping and Tree Maintenance		12	\$833	Monthly	\$10,000
Catch Basin / Storm Drain Maintenance		12	\$625.00	Monthly	\$7,500
Lighting/Electricity Utility Costs and Maintenance		12	\$708.33	Monthly	\$8,500
Irrigation Utility Costs		12	\$542	Monthly	\$6,500
Electricity Utility and Maintenance Costs for Gateway Entry Monuments		12	\$416.67	Monthly	\$5,000
Repair/replace/maintain sidewalk furnishings and signage		12	\$416.67	Monthly	\$5,000
Maintenance equipment/tools/supplies		12	\$833.33	Monthly	\$10,000
Total Annual Costs					\$117,500

Source: City of Placentia

RATE AND METHOD OF APPORTIONMENT OF SPECIAL TAX

The special taxes within the CFD will be levied according to formulas and provisions of the Rate and Method of Apportionment of Special Tax (the "RMA") which is attached as Exhibit D. Special taxes will be collected annually for new residential development per dwelling unit and new retail/other, office and industrial development on a building area square footage basis.

To determine the annual maximum special tax, the annual maximum costs are allocated to each land use based on equivalent dwelling unit ("EDU") factors. The determination of the EDU factors and total EDUs for each land use are provided in the subsequent figures.

FIGURE 2 – DETERMINATION OF EDU FACTOR

Land Use Category	Unit		EDU Factor
	Unit Calc	Density ¹ a	
Single-Family Detached Housing	DU	3.40	1.00
Single-Family Attached Housing	DU	2.76	0.81
Multi-Family Housing	DU	3.13	0.92
Retail/Other	KBSF	2.33	0.69
Office	KBSF	3.33	0.98
Industrial	KBSF	1.67	0.49

Notes:

¹ Persons per unit is based on census data from the 2010 U.S. Census. All nonresidential density figures from 2001 "Employment Density Study" prepared by The Natelson Company, Inc. for the Southern California Association of Governments expressed in terms of the number of employees per 1,000 square feet of building area.

FIGURE 3 – DETERMINATION OF BUILDOUT EDUs

Land Use Category	Unit	Bulldout	EDU Factor	Bulldout
		Units		EDUs
	<i>c</i> = <i>a</i> * <i>b</i>	<i>a</i>	<i>b</i>	<i>c</i> = <i>a</i> * <i>b</i>
Single Family Detached Housing	DU	0	1.00	0
Single Family Attached Housing	DU	0	0.81	0
Multi-Family Housing	DU	1,000	0.92	921
Retail/Other	KBSF	60	0.69	41
Office	KBSF	15	0.98	15
Industrial	KBSF	0	0.49	0
Total		1,075		977

Sources: City of Placentia; SCI Consulting Group

FIGURE 4 – MAXIMUM ANNUAL CFD COSTS PER EDU

Cost Component	Annual Services Cost
Services	\$117,500
Contingency (5%)	\$5,900
Annual CFD Administration (10%)	\$12,400
Total Annual Cost	\$135,800
Total Bulldout EDUs	977
Total Cost per EDU	\$139.00

Source: City of Placentia; SCI Consulting Group

Figure 5 on the following page shows the allocation of the total maximum annual cost among the different land uses within the proposed CFD. The maximum special taxes for residential development are \$138 per single-family detached home, \$112 per single-family attached home, and \$127 per multifamily unit. The maximum special taxes for nonresidential development will be levied per square foot of building area. They are \$0.09 for retail/other property; \$0.13 for office property and \$0.06 for industrial property.

Undeveloped property, developed property prior to the formation of the CFD, and Tax-Exempt Property shall not be subject to the special tax.

It is estimated that the maximum special tax revenue at buildout of the TOD area would be \$134,350 in 2018 dollars.

FIGURE 5 – DETERMINATION OF RATE AND METHOD OF APPORTIONMENT OF SPECIAL TAX

Land Use Category	Unit	EDU Factor	Annual	Maximum	Bulkout	Maximum	
			Service Cost	Annual Tax			Annual
			per EDU	Rate	Units	Special Tax	
	<i>Calc</i>	<i>Res</i>	<i>a</i>	<i>b</i>	$d = a * b$	<i>e</i>	$f = d * e$
		<i>Nonres</i>	<i>a</i>	<i>b</i>	$d = (a * b) / 1000$	<i>e</i>	$f = d * e$
Single Family Detached Housing	DU	1.00	\$139.00	\$138	0	\$0	
Single Family Attached Housing	DU	0.81	\$139.00	\$112	0	\$0	
Multi-Family Housing	DU	0.92	\$139.00	\$127	1,000	\$127,000	
Retail/Other	KBSF/BSF	0.69	\$139.00	\$0.09	60	\$5,400	
Office	KBSF/BSF	0.98	\$139.00	\$0.13	15	\$1,950	
Industrial	KBSF/BSF	0.49	\$139.00	\$0.06	0	\$0	
Total Maximum Annual Special Tax						\$134,350	

OVERVIEW OF THE PROPOSED CFD SPECIAL TAX

This section provides an overview of the structure and administration procedures of the CFD Special Tax. The specific administrative requirements are detailed in Exhibit C - Description of Services to be funded by the CFD and Exhibit D – Rate and Method of Apportionment of the Special Tax.

USE OF SPECIAL TAX PROCEEDS

The special tax will be used solely for the annual operation, maintenance and servicing, including repair and replacement of street and street lighting facilities, storm drain facilities, landscape corridors, street signage, tree maintenance, utility costs, and open space areas; and any incidental expenses authorized by the Act. Additionally, any other miscellaneous or incidental services identified by the City necessary to provide the described Services herein including the collection and accumulation of funds to pay for anticipated Service, future repairs and replacements and cost shortfalls.

The special tax will fund Services that are in addition to those provided in or required for the territory with the CFD and will not be replacing services already available.

The use of special tax proceeds shall be restricted to Services with the boundaries of the CFD.

ANNUAL SPECIAL TAX FORMULA

Commencing with FY 2018-19, and for each subsequent Fiscal Year, the Council will determine the Special Tax Requirement and will levy the Annual Special Tax on each Assessor's Parcel of Developed Property at up to one hundred percent of the applicable Maximum Special Tax to fund the Special Tax Requirement

ANNUAL INFLATIONARY ADJUSTMENT

The CFD special tax will be annually adjusted for inflation by the annual change in the Los Angeles-Riverside-Orange County Consumer Price Index, or three (3) percent, whichever is greater.

PREPAYMENT OF SPECIAL TAX

Prepayment of the CFD special tax is not authorized.

DURATION OF THE SPECIAL TAX

The CFD special tax will be levied and collected annually beginning in Fiscal Year 2018-19 in perpetuity or until the City determines it no longer needs the special tax proceeds to fund the authorized services of the CFD.

MANNER OF COLLECTION

The special tax will be collected in the same manner and at the same time as ad valorem property taxes. At the City's option, the special tax may be billed directly to property owners.

ANNUAL REPORT

In accordance with Government Code § 53343.1, the Public Works Director, or his or her designee, will file a report with the Council no later 120 days after the last day of each fiscal year. In general, the annual report shall contain (a) the amount of special taxes collected for the year; (b) the amount of special tax proceeds expended for Services and with an identification of the categories of each type of service funded with amounts expended in each category; (c) the amount of special tax proceeds expended on administrative and other incidental costs; (d) and other information required by the Act.

EXHIBIT A – PROPOSED BOUNDARIES OF CFD AND FUTURE ANNEXATION AREA

CITY OF PLACENTIA Community Facilities District No. 2018-01 (TOD Area Maintenance)

The proposed boundaries of CFD No. 2018-01 include all land on which the Special Tax may be levied. The boundaries of the Future Annexation Area for the CFD are the boundaries of the TOD area. A reduced scale map showing the boundaries of CFD No. 2018-01 is provided herein. A full-scale map is on file with the City Clerk and was recorded with the County of Orange Recorder's Office on March 1, 2018, as Document No. 2018-73937, and filed in Book 106 of Maps of Assessment and Community Facilities District at Page 19.

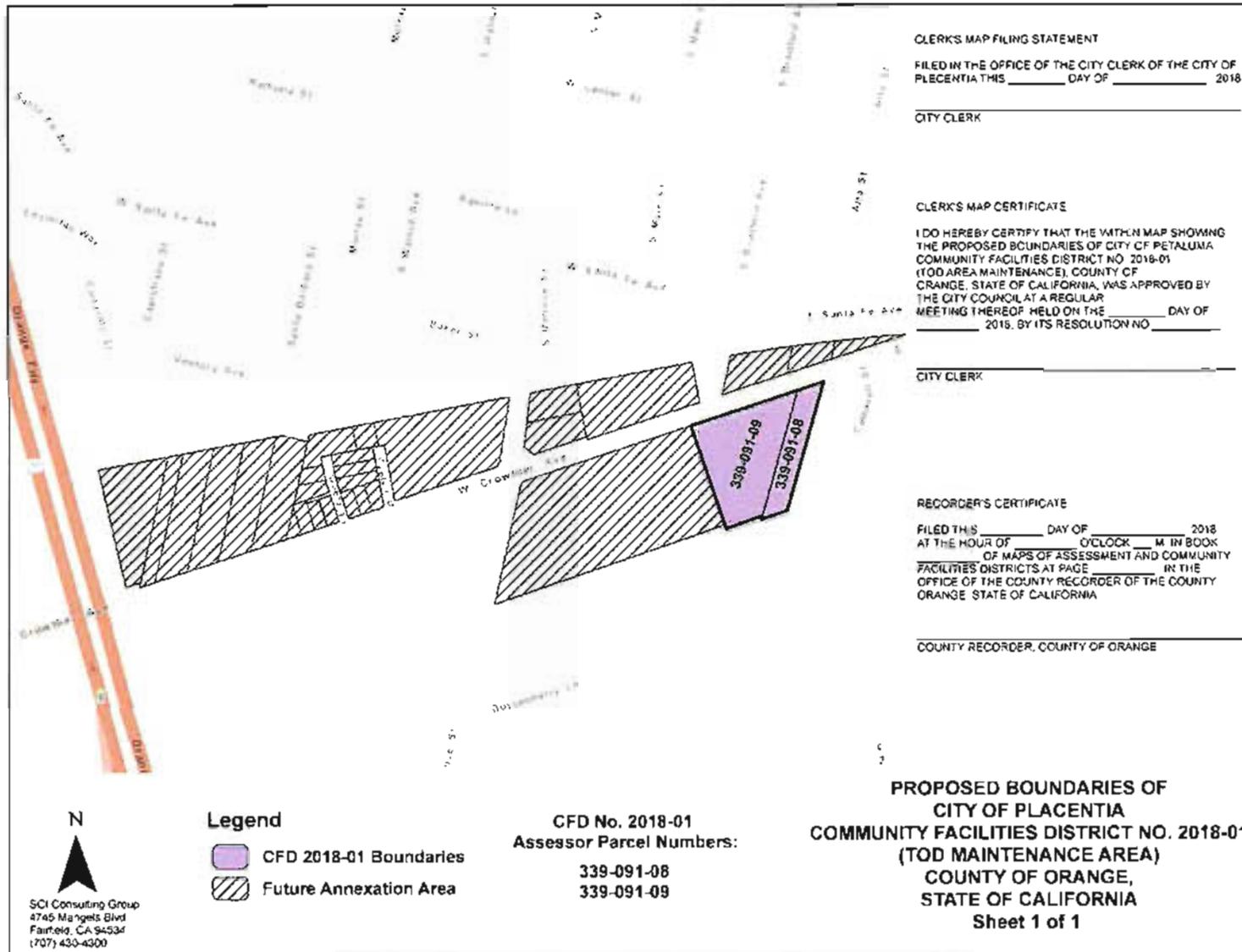


EXHIBIT B – DESCRIPTION OF LANDOWNER PROPERTIES

**CITY OF PLACENTIA
Community Facilities District No. 2018-01
(TOD Area Maintenance)**

<u>Assessor's Parcel Number</u>	<u>Acres</u>	<u>Property Owner</u>
339-091-08	0.82	Integral Communities
339-091-09	2.21	Integral Communities
Total Acres	3.03	
Total Landowner Votes	4	

**FUTURE ANNEXATION AREA
Community Facilities District No. 2018-01
(TOD Area Maintenance)**

<u>Assessor's Parcel Numbers</u>			
339-063-01	339-401-04	339-401-12	339-402-10
339-063-02	339-401-06	339-401-13	339-431-01
339-063-03	339-401-07	339-401-14	339-431-02
339-091-20	339-401-08	339-401-15	339-431-03
339-401-01	339-401-09	339-401-16	339-431-04
339-401-02	339-401-10	339-402-05	339-431-05
339-401-03	339-401-11	339-402-08	339-431-06

EXHIBIT C – DESCRIPTION OF SERVICES TO BE FUNDED BY THE CFD

**CITY OF PLACENTIA
Community Facilities District No. 2018-01
(TOD Area Maintenance)**

The types of services to be funded by the CFD ("Services") shall include the annual operation, maintenance and servicing, including repair and replacement of street and street lighting facilities, storm drain facilities, landscape corridors, street signage, tree maintenance, utility costs, and open space areas; any incidental expenses authorized by the Act; and any other miscellaneous or incidental services identified by the City necessary to provide the described Services herein including the collection and accumulation of funds to pay for anticipated Service, future repairs and replacements and cost shortfalls.

The use of special tax proceeds shall be restricted to Services provided within the TOD area.

EXHIBIT D – RATE AND METHOD OF APPORTIONMENT OF SPECIAL TAX

CITY OF PLACENTIA Community Facilities District No. 2018-01 (TOD Area Maintenance)

A Special Tax authorized under the Mello-Roos Community Facilities Act of 1982 applicable to the land in the Community Facilities District No. 2018-01 (the “CFD”) of the City of Placentia (the “City”) shall be levied and collected according to the tax liability determined by the City through the application of the appropriate amount or rate described herein.

A. DEFINITIONS

“**Acre**” means each acre of the land area making up an Assessor’s Parcel as shown on an Assessor’s Parcel Map, or if the land area is not shown on an Assessor’s Parcel Map, the land area shown on the applicable Final Map or other recorded County parcel map.

“**Act**” means the Mello-Roos Community Facilities Act of 1982, as amended, being Chapter 2.5, Division 2 of Title 5 of the Government Code of the State of California.

“**Administrative Expenses**” means the actual or estimated costs incurred by the City to determine, levy and collect the Special Taxes, including the proportionate amount of the salaries and benefits of City employees whose duties are directly related to administration of the CFD and the fees of Special Tax levy administrator, other consultants, legal counsel, the costs of collecting installments of the Special Taxes upon the County tax rolls and any other incidental costs authorized by the Act.

“**Annexation Parcel**” means any Parcel that is annexed to the CFD after it is formed.

“**Annual Escalation Factor**” means an amount equal to the percentage increase during the preceding year in the Consumer Price Index for All Urban Consumers in the Los Angeles-Riverside-Orange County metropolitan area (CPI-U), as published by the U.S. Department of Labor, Bureau of Labor Statistics, (or if this index ceases publication, an equivalent index), or 3 percent, whichever is greater.

“**Assessor’s Parcel**” or “**Parcel**” means a lot or parcel shown on an Assessor’s Parcel Map with an assigned Assessor’s Parcel number.

“**Assessor’s Parcel Number**” means, with respect to an Assessor’s Parcel, that number assigned to such Assessor’s Parcel by the County for purposes of identification.

"Annual Special Tax" means the annual Special Tax, determined in accordance with Section D below to be levied in the CFD in any Fiscal Year on any Assessor's Parcel.

"Base Year" means the Fiscal Year ending June 30, 2019.

"Certificate of Occupancy" means a permit issued by the City authorizing the occupancy of a new Residential Unit or new Nonresidential Building Area.

"CFD Administrator" means an official of the City, or designee thereof, responsible for determining and providing for the levy and collection of the Special Tax.

"CFD" or "CFD No. 2018-01" means Community Facilities District No. 2018-01 (TOD Area Maintenance) of the City of Placentia.

"City" means the City of Placentia.

"Council" means the City Council of the City of Placentia, acting as the legislative body of the City and the CFD.

"County" means the County of Orange, California.

"County Assessor" means the Orange County Assessor.

"Developed Property" means, in any Fiscal Year, all Taxable Property for which a Certificate of Occupancy has been issued after December 31, 2017 and prior to May 1 of the preceding Fiscal Year. These Assessor's Parcels can be classified into one of following groups: Single Family Detached, Single Family Attached, Multi-Family Residential, Retail/Other, Office, and Industrial.

"Existing Developed Property" means Residential Units and Nonresidential Building Area for which a building permit has been issued prior to January 1, 2018.

"Fiscal Year" means the period starting July 1 and ending the following June 30.

"Future Annexation Area" means the territory designated for potential future annexation to the CFD as shown in the "Map of Proposed Boundaries of the Community Facilities District No. 2018-01."

"Industrial Property" means all Assessor Parcels of Developed Property for which a Certificate of Occupancy has been issued after December 31, 2017 and prior to May 1 of the preceding Fiscal Year for manufacturing construction.

"Land Use Classification" means any of the classes listed in Section B(1).

“Maximum Special Tax” means the greatest amount of Special Tax, determined in accordance with Sections B and C below that can be levied in the CFD in any Fiscal Year on any Assessor’s Parcel.

“Multi-Family Residential Property” means all Assessor Parcels of Developed Property for which a Certificate of Occupancy has been issued for construction of a structure with more than one Residential Unit after December 31, 2017 and prior to May 1 of the preceding Fiscal Year. This category includes but is not limited to apartment buildings, duplexes, triplexes, fourplexes, and condominiums.

“Nonresidential Building Area” means the “chargeable covered and enclosed space” as defined by California Government Code section 65995(b)(2) to be constructed on Retail/Other Property, Office Property and Industrial Property.

“Office Property” means all Assessor Parcels of Developed Property for which a Certificate of Occupancy has been issued after December 31, 2017 and prior to May 1 of the preceding Fiscal Year for general, professional and medical office construction.

“Public Property” means any property within the boundaries of the CFD that is either (i) owned by the federal government, the State of California, the County, another public agency, or a private nonprofit organization that owns and is responsible for conservation of open space areas or (ii) encumbered by an easement owned by any such public agency or private organization which easement makes the development of such property impractical. Notwithstanding the foregoing, a leasehold or other possessory interest in any such property which is subject to taxation pursuant to Section 53340.1 of the Act shall not constitute “Public Property.”

“Residential Unit” means each separate residential dwelling unit on an Assessor’s Parcel that comprises an independent facility capable of conveyance or rental as distinct from adjacent residential dwelling units. An accessory residential dwelling unit that shares a Parcel with a Single Family Detached Residential Unit shall not be considered as a Residential Unit for the purposes of this RMA.

“Retail/Other Property” means all Assessor Parcels of Developed Property for which a Certificate of Occupancy has been issued for the retail, commercial, or other nonresidential construction after December 31, 2017 and prior to May 1 of the preceding Fiscal Year and is not Industrial Property or Office Property.

“RMA” means this Rate and Method of Apportionment of Special Tax.

“Services” means the services authorized to be funded by the CFD as described in the Resolution of Intention for the CFD.

“Single-Family Attached Property” means all Assessor Parcels of Developed Property for which a Certificate of Occupancy has been issued after December 31,

2017 and prior to May 1 of the preceding Fiscal Year for construction of a residential structure consisting of two or more Residential Units that share common walls, have separate Assessor's Parcel Numbers assigned to them (except for a duplex Residential Unit which may share an Assessor's Parcel Number with another duplex Residential Unit).

"Single-Family Detached Property" means all Assessor Parcels of Developed Property for which a Certificate of Occupancy has been issued after December 31, 2017 and prior to May 1 of the preceding Fiscal Year for construction of a single-family Residential Unit that does not share a common wall with another Residential Unit.

"Special Tax" means a Special Tax levied in any Fiscal Year to pay the Special Tax Requirement.

"Special Tax Requirement" means the amount required in any Fiscal Year for the CFD to 1) provide the Services; 2) pay for reasonable Administrative Expenses; 3) pay any amounts required to establish or replenish any reserve funds, and 4) cure any delinquencies in the payment of Special Taxes which have occurred in the prior Fiscal Year or pay for reasonably anticipated delinquent Special Taxes based on the delinquency rate for Special Taxes levied in the previous Fiscal Year.

"State" means the State of California.

"Taxable Property" means any Assessor's Parcel that is not Tax-Exempt Property.

"Tax-Exempt Property" means any Parcel within the CFD which is not Developed Property or Undeveloped Property, and includes Public Property and Existing Developed Property.

"Undeveloped Property" means any Assessor's Parcel which is not Tax-Exempt Property, and for which no Certificate of Occupancy has been approved and issued by June 30 of the previous Fiscal Year.

B. DETERMINATION OF MAXIMUM SPECIAL TAX

The Maximum Special Tax shall be calculated as follows:

1. **Classification of Parcels.** Each Fiscal Year, using the Definitions above and the Parcel records of the County Assessor's Secured Tax Roll of July 1, the City shall cause each Parcel of land in the CFD to be classified as Developed Property, Undeveloped Property, or Tax-Exempt Property. The City shall cause all Developed Property to be further classified as Single Family Detached Property, Single Family Attached Property, Multi-Family Property, Retail/Other Property, Office Property and Industrial Property.
2. **Assignment of Maximum Special Tax.** Each Fiscal Year, the Base Year Maximum Tax shown below shall be escalated as specified in Section C, Annual Adjustment of Maximum Special Tax, to determine the Maximum Special Tax for the upcoming Fiscal Year for each Land Use Classification.

Land Use Classification	Base Year Maximum Tax
Developed Single Family Detached Property	\$138 per Residential Unit
Developed Single Family Attached Property	\$112 per Residential Unit
Developed Multi-Family Property	\$127 per Residential Unit
Developed Retail/Other Property	\$0.09 per square foot of Nonresidential Building Area
Developed Office Property	\$0.13 per square foot of Nonresidential Building Area
Developed Industrial Property	\$0.06 per square foot of Nonresidential Building Area
Undeveloped Property	\$0
Tax-Exempt Property	\$0

3. **Conversion of a Tax-Exempt Property to a Taxable Property.** If a Tax-Exempt Property is not needed for public use and is converted to private use, it shall become subject to the Special Tax.
4. **Multiple Land Use Classifications.** In some instances, an Assessor's Parcel may contain more than one Land Use Classification. The Maximum Special Tax that can be levied on an Assessor's Parcel shall be the sum of the Maximum Special Taxes that can be levied for all Land Use Classes located on that Assessor's Parcel. The CFD Administrator shall determine the allocation to each Land Use Classification.
5. **Existing Developed Property.** Residential Units and Nonresidential Building Area for which a building permit has been issued prior to January 1, 2018 is exempt from the Special Tax.

6. **Annexed Property.** Each Assessor's Parcel of Developed Property that is annexed into the CFD shall be subject to the Special Tax in effect during the current Fiscal Year.

C. ANNUAL ADJUSTMENT OF MAXIMUM SPECIAL TAX

Beginning in January 2019 and each January thereafter, the Maximum Special Tax shall be adjusted each fiscal year in an amount equal to the percentage increase during the preceding year in the Consumer Price Index for All Urban Consumers in the Los Angeles-Riverside-Orange County metropolitan area (CPI-U), as published by the U.S. Department of Labor, Bureau of Labor Statistics, (or if this index ceases publication, an equivalent index), or three (3) percent, whichever is greater. Each annual adjustment of the Maximum Special Tax shall become effective for the following Fiscal Year.

D. DETERMINATION OF THE ANNUAL SPECIAL TAX

Commencing with the Base Year, and for each subsequent Fiscal Year, the Council shall determine the Special Tax Requirement and shall levy the Annual Special Tax on each Assessor's Parcel of Developed Property at up to one hundred percent of the applicable Maximum Special Tax to fund the Special Tax Requirement.

Under no circumstances will the Annual Special tax levied against any Assessor's Parcel of Developed Property increase by more than ten (10) percent as a consequence of delinquency or default by the owner of any other Assessor's Parcel within the CFD.

Subject to the preceding, the amount of Annual Special Tax levied upon any Developed Property and Undeveloped Property in any Fiscal Year shall not exceed the Maximum Special Tax for such Fiscal Year as computed herein.

E. DURATION OF THE SPECIAL TAX

Assessor's Parcels in the CFD shall remain subject to the Special Tax in perpetuity. If the Special Tax ceases to be levied, the City or its designee shall direct the County Recorder to record a Notice of Cessation of Special Tax. Such notice will state that the obligation to pay the Special Tax has ceased and that the lien imposed by the Notice of Special Tax Lien is extinguished.

F. PREPAYMENT OF SPECIAL TAX

Prepayment of the Special Tax is not authorized.

G. APPEALS AND INTERPRETATION PROCEDURE

Any property owner who feels that the portion of the Special Tax levied on the subject property is in error, may file a written appeal no later than April 10 of the Fiscal Year in which the levy occurred, with the Public Works Director or his or her designee, appealing the levy of the Special Tax on the subject property. Public Works Director or his or her designee will promptly review the appeal, and, if necessary, meet with the applicant, and decide the merits of the appeal. If the findings of the Public Works Director or his or her designee verify that the Special Tax levied should be modified, the Special Tax levy for future Fiscal Years shall be corrected, and a credit against future Special Taxes shall be arranged, if applicable. Any overcharges shall be corrected solely by means of adjustments to future Special Tax levies; no cash refunds shall be made. Any dispute over the decision of the Public Works Director or his or her designee shall be referred to the Public Works Director, and the Council and the decision of the Council shall be final and binding on all parties.

Interpretation may be made by resolution of the Council for purposes of clarifying any vagueness or uncertainty as it relates to the application of the Special Tax rate, or application of the method of apportionment, or classification of properties or any definition applicable to the CFD.

H. COLLECTION OF THE SPECIAL TAX

The Special Tax shall be collected each year in the same manner and at the same time as ad valorem property taxes are collected and shall be subject to the same penalties and lien priorities in the case of delinquency as is provided for ad valorem taxes. The City shall cause the actions required above to be done for each Fiscal Year in a timely manner to assure that the schedule of the Special Taxes to be collected are received by the County Auditor for inclusion with billings for such ad valorem taxes for the applicable Fiscal Year. However, the CFD Administrator may directly bill the Special Tax, may collect Special Taxes at a different time or in a different manner if necessary to meet the financial obligations of the City or as otherwise determined appropriate by the CFD Administrator.

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ORDINANCE NO. O-2018-XX

**AN ORDINANCE OF THE CITY COUNCIL OF THE
CITY OF PLACENTIA LEVYING SPECIAL TAXES WITHIN
COMMUNITY FACILITIES DISTRICT NO. 2018-01**

(TOD Maintenance Services)

WHEREAS, on February 20, 2018, the City Council adopted a resolution entitled "A Resolution of the City Council of the City of Placentia of Intention to Establish a Community Facilities District (the "Resolution of Intention"), has conducted proceedings (the "Proceedings") to establish Community Facilities District No.2018-01 (Transit Oriented District Maintenance Services) (the "CFD"), of the City pursuant to the Mello-Roos Community Facilities Act of 1982, as amended, Chapter 2.5 of Part 1 of Division 2 of Title 5, commencing with Section 53311, of the California Government Code (the "Act") to finance the services described in the Special Tax Lien, Exhibit A (the "Services") as provided in the Act;

WHEREAS, pursuant to notice as specified in the Act, and as part of the Proceedings, the Council has held public hearings under the Act relative to the determination to proceed with the formation of the CFD, the rate and method of apportionment of the special taxes to be levied within the CFD to finance a portion of the costs of the Facilities and at such hearings, all persons desiring to be heard on all matters pertaining to the formation of the CFD and the levy of such special taxes were heard, substantial evidence was presented and considered by this Council and full and fair hearings were held;

WHEREAS, upon the conclusion of the hearings, this City Council adopted its Resolution of the City Council of the City of Placentia of Formation of Community Facilities District No. 2018-01 (the "Resolution of Formation) pursuant to which it completed the Proceedings for the establishment of the CFD, the authorization of the levy of a special taxes with the CFD, and the calling of an election within the CFD on the propositions of levying such special taxes, and establishing an appropriations limit within the CFD, respectively; and

WHEREAS, the Council has heretofore found that fewer than twelve persons have been registered to vote within the territory of the CFD for the ninety days preceding the close of the public hearing heretofore held by the Council for the purposes of these proceedings. Accordingly, the vote shall be by the landowners within the CFD (the "Qualified Electors"), and each qualified elector at the close of such public hearing, or the authorized representative thereof, shall have one vote for each acre or portion of an acre that he or she owns within the CFD.

WHEREAS, on April 3, 2018, a special election was held among the landowner voters within the CFD at which such voters approved such propositions by the two-thirds vote required by the Act, which approval has been confirmed by resolution of this Council.

NOW, THEREFORE, BE IT ORDAINED BY THE CITY COUNCIL OF THE CITY OF PLACENTIA as follows:

Section 1. By the passage of this Ordinance, the Council hereby authorizes and levies special taxes within the CFD pursuant to the Act and in accordance with the Rate and Method of Apportionment of Special Tax set forth in the Resolution of Formation which Rate and Method of Apportionment is by this reference incorporated herein. The special taxes are hereby levied commencing in fiscal year 2019-2020 and in each fiscal year thereafter until the last fiscal year in

which such special taxes are authorized to be levied pursuant to the Rate and Method of Apportionment.

Section 2. The Finance Director of the City of Placentia or designee or employee thereof of the City is hereby authorized and directed each fiscal year to determine the specific special tax rates and amounts to be levied for the next ensuing fiscal year for each parcel of real property within the CFD, in the manner and as provided in the Resolution of Formation.

Section 3. Exemptions from the levy of the special taxes shall be as provided in the Resolution of Formation and the applicable provisions of the Act. In no event shall the special taxes be levied on any parcel within the CFD in excess of the maximums specified in the Resolution of Formation.

Section 4. All of the collections of the special taxes shall be used as provided in the Act and in the Resolution of Formation, to pay, in whole or in part, the cost of providing the Services and incidental expenses pursuant to the Act., the payment of the costs of the City in administering the CFD, and the costs of collecting and administering the special taxes.

Section 5. The special taxes shall be collected in the same manner as ordinary ad valorem taxes are collected and shall have the same lien priority, and be subject to the same penalties and the same procedure and sale in cases of delinquency as provided for ad valorem taxes; provided, however, that the Council may provide for other appropriate methods of collection by resolution(s) of the Council. In addition, the provisions of Section 53356.1 of the Act shall apply to delinquent special tax payments. The Finance Director of the City of Placentia is hereby authorized and directed to provide all necessary information to the auditor/tax collector of the County of Orange in order to effect proper billing and collection of the special tax, so that the special tax shall be included on the secured property tax roll of the County of Orange for fiscal year 2018-2019 and for each fiscal year thereafter as authorized.

Section 6. If for any reason any portion of this ordinance is found to be invalid, or if the special tax is found inapplicable to any particular parcel within the CFD, by a Court of competent jurisdiction, the balance of this ordinance and the application of the special tax to the remaining parcels within the CFD shall not be affected.

Section 7. The Mayor shall sign this Ordinance and the City Clerk shall attest to the passage of this Ordinance. The City Clerk shall cause the same to be published immediately after its passage at least once in a newspaper of general circulation circulated in the City.

Section 8. This Ordinance shall take effect 30 days from the date of final passage.

INTRODUCED at a regular meeting of the City Council of the City of Placentia held on April 3, 2018.

PASSED AND ADOPTED at a regular meeting of the City Council of the City of Placentia held on _____ 2018, by the following vote:

Craig S. Green, Mayor

ATTEST:

Patrick J. Melia, City Clerk

STATE OF CALIFORNIA
COUNTY OF ORANGE

I, Patrick J. Melia, City Clerk of the City of Placentia, do hereby certify that the foregoing Ordinance was adopted at a regular meeting of the City Council of the City of Placentia, held on the _____ day of _____, 2018 by the following vote:

AYES: Councilmembers:
NOES: Councilmembers:
ABSENT: Councilmembers:
ABSTAIN: Councilmembers:

Patrick J. Melia, City Clerk

APPROVED AS TO FORM:

Christian L. Bettenhausen, City Attorney



Placentia City Council

AGENDA REPORT

TO: CITY COUNCIL

VIA: CITY ADMINISTRATOR

FROM: FINANCE DEPARTMENT

DATE: APRIL 3, 2018

SUBJECT: **CONTINUANCE OF PUBLIC HEARING ON THE COMPREHENSIVE FEE SCHEDULE ADJUSTING RATES AND CHARGES FOR VARIOUS CITY SERVICES AND RELATED RESOLUTIONS**

FISCAL
IMPACT: NONE

SUMMARY:

Local government agencies, such as the City of Placentia, are responsible for providing a variety of services to citizens. These services range widely from public safety services, such as police patrol, to building related services, such as the issuance of building permits and conducting safety inspections of new construction. The methods of funding local government services are varied but the majority come from tax revenues and user fee charges. Services that support the general public and public safety are typically tax supported, while services that are more elective in nature and often provide for specific individual beneficiaries are supported by user fee charges. User fee related services are provided by many City departments, but tend to be more heavily concentrated in the Planning, Building, Engineering, and Community Services divisions.

Due to many economic changes and inflation in the last few years, an updated fee study is necessary to insure that the City is able to fully recover the cost of providing user fee related services.

On January 17, 2017, the City entered into a Consulting Services Agreement with Revenue & Cost Specialist, LLC for the preparation of an Overhead Cost Allocation Plan (CAP) Study and Comprehensive Fee and Rate Study. The CAP and Fee Study are expected to be completed in time for incorporation to the City's Fiscal Year (FY) 2018-19 budget process.

RECOMMENDATION:

Staff recommends a continuance of the hearing from today to April 17, 2018, at 7:00 p.m. to provide further opportunity for fee adjustment discussions between the City and Revenue Costs Specialist, LLC.

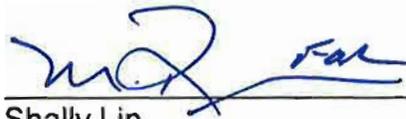
2.c.
April 3, 2018

Prepared by:



Henry Chao
Senior Accountant II

Reviewed and approved:



Shally Lin
Senior Financial Advisor

Reviewed and approved:



Damien R. Arrula
City Administrator



Placentia City Council

AGENDA REPORT

TO: CITY COUNCIL

VIA: CITY ADMINISTRATOR

FROM: DIRECTOR OF PUBLIC WORKS

DATE: APRIL 3, 2018

SUBJECT: **SOLID WASTE HANDLING SERVICES RATE ADJUSTMENT AND RELATED RESOLUTIONS FOR FISCAL YEAR 2018-19**

FISCAL

IMPACT: There is no direct fiscal impact to the City's budget associated with the recommended actions.

SUMMARY:

On July 20, 2010, the City entered into a Franchise Agreement (Agreement) with Republic Waste Services of Southern California, LLC (Republic), for solid waste and recycling services. Per the existing agreement, solid waste rates are to be reviewed annually to determine if any adjustments are warranted. Staff and representatives from Republic meet each year to discuss potential adjustments to solid waste rates paid by residents and business owners.

Subsequent to the City entering into its agreement with Republic, the California State Legislature established new unfunded mandates for jurisdictions to implement Mandatory Commercial Recycling (MCR) programs through Assembly Bill (AB) 341 (Chesbro, Chapter 476, Statutes of 2011) and Mandatory Organics Recycling (MOR) programs through Assembly Bill (AB) 1826 (Chesbro, Chapter 727, Statutes of 2014). The State's purpose in implementing AB 1826 is to reduce the amount of food and other organic waste being deposited into local landfills. As organic materials decompose in landfills, they release greenhouse gas emissions into the atmosphere which contributes more to climate change than carbon dioxide. The City's existing franchise agreement does not expressly require Republic to divert organic waste from local landfills, or to establish such a program in the City including conducting outreach and educational services.

The recommended actions approve an increase in solid waste handling rates for both residential and commercial customers for Fiscal Year (FY) 2018-19, authorizes the placement of revised residential rates on the County of Orange tax roll for FY 2018-19, and approves two (2) amendments to the Agreement which includes the proposed rate schedule and programming to meet the requirements of AB 341 and AB 1826.

2.d.
April 3, 2018

RECOMMENDATION:

It is recommended that the City Council take the following actions:

1. Open the Public Hearing concerning the Solid Waste Handling Services Rate Adjustment and related resolutions for Fiscal Year 2018-19; and
2. Receive the Staff Report, consider all public testimony, ask questions of Staff; and
3. Close the Public Hearing; and
4. Adopt Resolution No. R-2018-XX, A Resolution of the City Council of the City of Placentia, California approving the Amended Fee Schedule for Solid Waste Handling Services to Reflect Consumer Price Index Increases and Organics Recycling Requirements (AB 1826); and
5. Adopt Resolution No. R-2018-XX, A Resolution of the City Council of the City of Placentia, California authorizing and determining residential solid waste handling service charges and directing placement thereof on the Orange County tax rolls; and
6. Approve Amendment No. 8 to the Amended, Revised and Restated Agreement for Solid Waste Handling Services between the City of Placentia and Republic Waste Services of Southern California, LLC; and
7. Approve Amendment No. 9 to the Amended, Revised and Restated Agreement for Solid Waste Handling Services between the City of Placentia and Republic Waste Services of Southern California, LLC; and
8. Authorize the City Administrator to execute all the necessary documents, in a form approved by the City Attorney.

DISCUSSION:

On February 6, 2018, the City Council Recycling Subcommittee met with representatives from Republic and City Staff to discuss the proposed schedule of rates and agreement amendments related to the annual Consumer Price Index (CPI) rate adjustment, AB 341, and AB 1826. The Recycling Subcommittee discussed the proposed amendment language and justification for the increases and found that it is consistent with the Agreement. Staff is recommending that City Council adopt the attached Resolutions and Amendments to the Agreement.

Implementation of AB 1826

In October 2014, Governor Brown signed AB 1826, which created an unfunded mandate for local jurisdictions across the state to implement an organic waste recycling program to divert organic waste generated by businesses and multi-family residential dwellings of five or more units beginning April 1, 2016. Organic waste refers to food waste, green waste,

landscape/pruning waste, nonhazardous wood waste, and food-soiled paper waste that is mixed in with food waste. AB 1826 phases in the mandatory recycling of commercial organics over time. The implementation schedule is as follows:

Date	Threshold to Arrange Organic Waste Recycling Services
April 1, 2016	Businesses that generate eight (8) cubic yards of organic waste per week.
January 1, 2017	Businesses that generate four (4) cubic yards of organic waste per week.
January 1, 2019	Businesses that generate four (4) cubic yards of commercial solid waste per week.
January 1, 2020	Businesses that generate two (2) cubic yards of commercial solid waste per week. The two (2) cubic yard requirement only takes effect if CalRecycle determines that statewide disposal of organic waste in 2020 has not been reduced by 50% of 2014 levels).

In addition to impacting businesses and large multi-family complexes, the City of Placentia is required by state law to implement an organic waste recycling program (Program) “that is appropriate for that jurisdiction and designed specifically to divert organic waste generated by businesses” that are required by AB 1826 to implement organic waste recycling. The City is responsible for reporting on the progress of implementing the Program as part of its annual report to CalRecycle beginning in 2017. The Program required to be implemented by cities targeted toward commercial organic waste generators may include, but is not limited to, implementing a mandatory commercial organic waste recycling ordinance, enforcement provisions, or requiring a program through a franchise agreement.

On July 11, 2017, City Council approved a Professional Services Agreement with HF&H Consultants, Inc. (HF&H) to assist the City in negotiating Program rates with Republic to implement AB 1826. These negotiations are now finalized and Staff is recommending an amendment to the existing franchise agreement. The amendment includes commercial rates and programming to address the unfunded State legislative mandate for organics recycling. It should be noted that State law does not require single family residences to collect organic waste, and therefore the proposed Program would not affect single-family residences. It should also be noted that Staff along with its consultant has negotiated a more favorable rate than what was originally proposed, which is outlined in more detail below.

Organic Waste Recycling Service Rates

The Program will consist of Republic offering organic waste recycling services to eligible customers required to implement an organic waste recycle program under AB 1826, and may charge businesses that utilize such services rates approved by the City Council. The program will consist of Republic identifying eligible organic waste generators, compiling information regarding organic waste recycling facilities, and conducting public education and outreach. The expansion of organic waste recycling services within the City may be considered and authorized by future action of the City Council.

Due to the high cost of collecting and processing/recycling commercial organics materials, Staff recommends that the rates be shared across all commercial businesses to be effective and encourage participation. Orange County cities served by Republic Services have adopted or plan to adopt commercial sector-wide programs. In a direct user fee based cost recovery rate structure, most affected business would consider the increased costs as prohibitive and economically burdensome. With the assistance of HF&H, the City negotiated a highly competitive and phased-in increase of 2.7% to commercial rates for organic services. The first phase of the commercial rate increase of 1.35% will be implemented on July 1, 2018 and the second phased-increase of 1.35% to be implemented on January 1, 2019.

The commercial rates for organics, recycling and solid waste services beginning July 1, 2018, would be as follows:

Commercial Organics Cart Rates Summary - 2018				
Container Size	Monthly Rate based on Collection Frequency			Organics Container Contamination Fee per Occurrence
	1x	2x	3x	
2 Cubic Yard Bin - Refuse or Organics	\$131.17	\$207.64	\$284.11	\$100.00
64 Gallon Organics Cart	\$45.00	\$90.00	\$135.00	\$50.00

Commercial Recycling Rate Summary - 2018								
Commercial Recycle Rates:	FY 17-18	CPI Adjustment 2.79%	Landfill Adjustment Fee	Organics Fee 1.35%	Franchise Fees	FY 18-19	Difference Per Month	% Increase
3 Yard 1X Per Week	\$137.13	\$3.83	N/A	\$1.90	\$0.38	\$143.25	\$6.12	4.46%
Each Additional Pick-up	\$74.09	\$2.07	N/A	\$1.03	\$0.21	\$77.40	\$3.30	4.46%

Commercial Waste Rate Summary - 2018								
Commercial Waste Rate:	FY 17-18	CPI Adjustment 2.79%	Landfill Adjustment Fee	Organics Fee 1.35%	Franchise Fees	FY 18-19	Difference per month	% Increase
3 Yard 1X Per Week	\$161.19	\$3.83	\$0.49	\$2.23	\$0.45	\$168.20	\$7.01	4.34%
Each additional pick-up	\$98.15	\$2.07	\$0.40	\$1.36	\$0.27	\$102.35	\$4.19	4.27%

The adoption of the amendment and resolutions pending before the City Council will ensure compliance with State law by implementing its requirements. Without the adoption of an organics recycling program, the City may be perceived as not making a “good faith effort” to comply with the law, potentially exposing the City to fines of up to ten thousand dollars (\$10,000) per day for non-compliance. Republic is already in the process of identifying eligible commercial customers that may be required to recycle organic waste under AB 1826 and working with those customers to educate them about this new unfunded mandate that makes it mandatory to participate in this Program.

Organic Waste Rate Rebalancing Adjustment

As part of the Agreement amendment, the City successfully negotiated a rate adjustment rebalancing mechanism for the organic waste collection rate. Since the negotiated organic waste collect rate increase is based on Republic’s estimated cost for providing a commercial organics recycling program, the City requested a rate adjustment rebalancing mechanism to re-evaluate the true costs of the organics recycling program and ensure that the organic waste collection rate is accurate and fair for eligible businesses and multi-family units. Effective July 1, 2022, the organic waste collection rate increase will be adjusted based on the Rate Adjustment Rebalancing Formula (Exhibit 2) to reflect the actual level of participation in the Program. The initial 2.7% sector-wide increase will be updated based on the following factors:

- Organics Tonnage Collected
- Collection Hours
- Number of Containers
- Public Outreach Costs

Implementation of AB 341

In 2012, the State enacted AB 341 which created another unfunded mandate to require mandatory commercial recycling and establish a new statewide goal of 75% recycling through source reduction, recycling and composting by 2020. AB 341 also mandates that businesses or multifamily residential dwellings of five (5) units or more that generate four (4) cubic yards or more of solid waste per week dedicate specific dumpsters for recyclable materials. Furthermore, AB 341 requires jurisdictions to implement a commercial recycling program for those businesses subject to the law. The City already has established rates for commercial co-mingled recycle containers for eligible customers who desire to obtain these services. Through the proposed amendment, the City and Republic will formally establish a commercial recycling program that provides education and recycling container options for customers subject to AB 341. This Program is in effect, already established however, the City and Republic must now make a greater effort to educate and encourage commercial customers to participate in the recycling program as mandated by the State.

Annual CIP Increase for Residential and Commercial Waste & Recycling Rates

In accordance with the City’s current waste hauling franchise agreement with Republic, the company is entitled to a general annual rate adjustment to account for inflation. The agreed upon methodology for making this adjustment is determined by the Consumer Price Index (CPI) as stated in § 24.3 of the Agreement. Republic is allowed to adjust the rates in July of each year based on any change in the CPI for all Urban Consumers for the twelve (12) month period

ending January 31st of each year. The change in CPI for the most recent twelve (12) month period was 2.79%. Republic's adjusted fees represent a 2.69% increase for single family residential accounts and a 4.34% increase for commercial accounts. The adjusted residential and commercial rates would go into effect July 1, 2018 as outlined in the attached Exhibit 1.

Another component of the rate includes landfill "tipping fees," which are passed through directly to the customer. Beginning in 2010, the County of Orange (County) increased the landfill gate tipping fees from \$22.00 per ton to \$31.37 per ton. In 2017, the landfill gate tipping fees were increased again to \$33.50 per ton. This year, the County has increased the fee to \$34.18, which represents a 2.03% increase. The proposed FY 2018-19 residential and commercial rate schedule reflects this cost increase associated with the disposal of refuse at landfills operated and maintained by the County.

Thus, the total adjusted rate, which includes the tipping fee increase, will increase residential solid waste rates by \$0.64 per month. Commercial solid waste rates will experience an increase of \$7.01 per month. Commercial recycling rates will experience an increase \$6.12 per month. The commercial solid waste and recycling rates are reflective of the phase-in commercial wide sector increase of 1.35% for compliance with AB 1826. The City's standard franchise fee is added on top of the service rates outlined above.

<i>Residential Waste Rate Summary - 2018</i>				
Residential Rate:	FY 17-18	FY 18-19	Difference per month	Percentage Increase
Single Family	\$23.99	\$24.63	\$0.64	2.69%

<i>Commercial Recycling Rate Summary - 2018</i>								
Commercial Recycle Rates:	FY 17-18	CPI Adjustment 2.79%	Landfill Adjustment Fee	Organics Fee 1.35%	Franchise Fees	FY 18-19	Difference Per Month	% Increase
3 Yard 1X Per Week	\$137.13	\$3.83	N/A	\$1.90	\$0.38	\$143.25	\$6.12	4.46%
Each Additional Pick-up	\$74.09	\$2.07	N/A	\$1.03	\$0.21	\$77.40	\$3.30	4.46%

<i>Commercial Waste Rate Summary - 2018</i>								
Commercial Waste Rate:	FY 17-18	CPI Adjustment 2.79%	Landfill Adjustment Fee	Organics Fee 1.35%	Franchise Fees	FY 18-19	Difference Per Month	% Increase
3 Yard 1X Per Week	\$161.19	\$3.83	\$0.49	\$2.23	\$0.45	\$168.20	\$7.01	4.34%
Each Additional Pick-up	\$98.15	\$2.07	\$0.40	\$1.36	\$0.27	\$102.35	\$4.19	4.27%

The City Council Recycling Subcommittee met with representatives from Republic and City Staff on February 6, 2018 to discuss the proposed schedule of rates and Agreement amendments. The Recycling Subcommittee discussed proposed amendment language and the justification for the increase and found that it is consistent with the Agreement. Staff is recommending that City Council adopt the attached Resolutions and Amendments to the Franchise Agreement.

FISCAL IMPACT:

There is no General Fund fiscal impact associated with the requested action. The cost for providing solid waste services to the City's residents and businesses are covered by the customer rates established by the City's franchised hauler and paid by those receiving the services.

Prepared by:



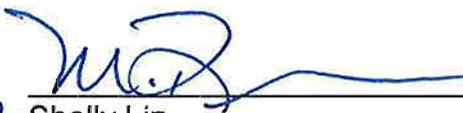
Elsa Y. Robinson
Management Analyst

Reviewed and approved:



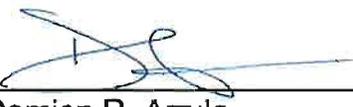
Luis Estevez
Director of Public Works

Reviewed and approved:

FOR 

Shally Lin
Senior Financial Advisor

Reviewed and approved:



Damien R. Arrula
City Administrator

Attachments:

1. Resolution No. R-2018-XX Approving Rates
2. Resolution No. R-2018-XX Authorizing Residential Billing on the Orange County Tax Roll
3. Amendment No. 8 to Amended, Revised, and Restated Agreement for Solid Waste Handling Services
4. Amendment No. 9 to Amended, Revised, and Restated Agreement for Solid Waste Handling Services
5. Exhibit 1 - Rate Summary
6. Exhibit 2 - Rate Adjustment Rebalancing Formula

RESOLUTION NO. R-2018-XX

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF PLACENTIA, CALIFORNIA APPROVING THE AMENDED FEE SCHEDULE FOR SOLID WASTE HANDLING SERVICES TO REFLECT CONSUMER PRICE INDEX INCREASES AND THE ORGANICS RECYCLING REQUIREMENTS (AB 1826).

A. Recitals.

(i). The Legislature of the State of California, by enactment of the California Integrated Waste Management Act of 1989 ("AB 939"), has declared that it is in the public interest to authorize and require local agencies to make adequate provision for the disposal of all solid waste within their jurisdictions.

(ii). Pursuant to California Public Resources Code §40059 (a)(1), the City Council of the City of Placentia has determined that the public health, safety, and welfare require that an exclusive franchise agreement be awarded to qualified solid waste enterprise for solid waste handling services within the City of Placentia ("City").

(iii). The Legislature of the State of California established requirements for jurisdictions to implement mandatory commercial recycling programs through AB 341 and mandatory (Chesbro, Chapter 476, Statutes of 2011) and mandatory commercial organics recycling programs through AB 1826 (Chesbro, Chapter 727, Statutes of 2014); and

(iv). AB 341 established a goal to source reduce, recycle or compost 75 percent of waste by 2020 and AB 1826 set a goal to reduce organics disposal by 50 percent by 2020;

(v). AB 341 and AB 1826 requires cities to implement commercial recycling and commercial organics recycling programs designed to divert waste generated by regulated businesses. Jurisdictions' programs must, among other requirements, include "education of, outreach to, and monitoring of, businesses," within their jurisdiction; and

(vi). City and Contractor are mindful of the provisions of the laws governing the safe collection, transport, recycling, and disposal of solid waste, including AB 341, AB 939, AB 1826, the Resource Conservation and Recovery Act ("RCRA"), and the Comprehensive Environmental Response, Compensation, and Liability Act ("CERCLA"), all as may be amended from time to time hereinafter

(vii). City desires, among other things, to ensure adequate landfill space remains available to meet the public's need for the safe handling and disposal of solid waste, and further desires to ensure its citizens do not incur undue costs in safely disposing of

solid waste and has entered into that certain waste disposal agreement by and among various Orange County cities, including City, and the County of Orange, relating to the use of County landfills for the disposal of solid waste. Contractor has proposed to provide such services and take such actions as are necessary or desirable to ensure City complies with its obligations pursuant to the County Agreement, as the same may be amended from time to time hereinafter.

B. Resolution

NOW, THEREFORE, THE CITY COUNCIL OF THE CITY OF PLACENTIA DOES HEREBY FIND, DETERMINE AND RESOLVE AS FOLLOWS:

1. In all respects as set forth in the Recitals, Part A., above.
2. Solid waste handling service charges for residential and commercial services are set forth in "Exhibit A," attached hereto and incorporated by this reference as though fully set forth herein.

APPROVED and ADOPTED this 3rd day of April 2018.

Chad P. Wanke, Mayor

ATTEST:

Patrick J. Melia, City Clerk

STATE OF CALIFORNIA
COUNTY OF ORANGE

I, Patrick J. Melia, City Clerk of the City of Placentia Do Hereby Certify that the foregoing Resolution was adopted at a regular meeting of the City Council held on the 3rd day of April 2018 by the following vote:

AYES:	Councilmembers:
NOES:	Councilmembers:
ABSENT:	Councilmembers:
ABSTAIN:	Councilmembers:

Patrick J. Melia, City Clerk

APPROVED AS TO FORM:

Christian L. Bettenhausen, City Attorney

EXHIBIT A
Placentia Rate Adjustments Calculation (Effective July 1, 2018)

CITY OF PLACENTIA EXHIBIT "A"
RATE SUMMARY - EFFECTIVE JULY 1, 2018

	Service Fee	Landfill	Organics	Adjusted Rate	Current Rate	Change	% Change
Residential							
Single Family	\$21.43	\$3.20		\$24.63	\$23.99	\$0.64	2.68%
Additional Containers							
Black "Trash" Container	\$5.64	\$3.20		\$8.84	\$8.62	\$0.21	2.47%
Brown "Yard Waste" Container	\$4.89	n/a		\$4.89	\$4.76	\$0.13	2.79%
Green "Recycling" Container	\$0.00	n/a		\$0.00	\$0.00	\$0.00	0.00%
Pull Out Service							
Extra Dump - All Three Containers	\$24.46	n/a		\$24.46	\$23.80	\$0.66	2.78%
Exchange of All Three Containers	\$37.83	n/a		\$37.83	\$36.80	\$1.03	2.78%
Container Replacement - Misuse	\$66.93	n/a		\$66.93	\$65.11	\$1.82	2.78%
Bulky Item Collection							
Additional Pick-ups over 3x p/Year	\$47.34	n/a		\$47.34	\$46.05	\$1.29	2.79%
Charge for Each Item over 10	\$6.76	n/a		\$6.76	\$6.58	\$0.18	2.79%
Additional Gas Recovery Fee	\$47.34	n/a		\$47.34	\$46.05	\$1.29	2.79%
Temp Three Yard Container							
3 Days + Dump	\$87.52	\$5.66		\$93.18	\$90.69	\$2.49	2.74%
Each Additional Day Rental	\$7.15	n/a		\$7.15	\$6.96	\$0.19	2.79%
Commercial							
Commercial Barrel (Each)							
1 x p/wk (Max of Four)				\$45.00	\$24.12	\$20.88	86.55%
Two Yard Containers							
One Pick-up Only	\$112.69	\$16.39	\$2.09	\$131.17	\$125.68	\$5.48	4.36%
Non-Scheduled Pick-up	\$53.61	\$3.79	\$0.93	\$58.33	\$55.86	\$2.47	4.42%
Three Yard Containers							
First Pick-up	\$140.96	\$24.55	\$2.68	\$168.20	\$161.19	\$7.00	4.34%
Each Additional Pick-up Freq.	\$76.16	\$24.55	\$1.63	\$102.35	\$98.15	\$4.19	4.27%
Non-Scheduled Pick-up	\$65.90	\$5.66	\$1.16	\$72.72	\$69.67	\$3.06	4.39%
Three Yard Manure Containers							
First Pick-up	\$140.96	\$36.88	\$2.88	\$180.83	\$173.37	\$7.46	4.30%
Each Additional Pick-up Freq.	\$76.16	\$36.88	\$1.83	\$114.98	\$110.33	\$4.64	4.21%
Non-Scheduled Pick-up	\$65.89	\$5.66	\$1.16	\$72.71	\$69.65	\$3.06	4.39%
Three Yard Compactors							
First Pick-up	\$173.92	\$60.62	\$3.80	\$238.34	\$228.80	\$9.74	4.26%
Each Additional Pick-up Freq.	\$109.33	\$60.62	\$2.75	\$172.71	\$165.77	\$6.93	4.18%
Non-Scheduled Pick-up	\$100.14	\$13.99	\$1.85	\$115.98	\$111.13	\$4.85	4.37%
Four Yard Containers							
First Pick-up	\$155.07	\$33.13	\$3.05	\$191.24	\$183.32	\$7.92	4.32%
Each Additional Pick-up Freq.	\$83.79	\$33.13	\$1.89	\$118.81	\$113.88	\$4.83	4.24%
Non-Scheduled Pick-up	\$72.46	\$7.64	\$1.30	\$81.42	\$78.01	\$3.41	4.38%
Six Yard Containers							
First Pick-up	\$162.11	\$49.12	\$3.42	\$214.65	\$205.84	\$8.81	4.28%
Each Additional Pick-up Freq.	\$87.59	\$49.12	\$2.21	\$138.93	\$133.35	\$5.58	4.18%
Non-Scheduled Pick-up	\$75.80	\$11.34	\$1.41	\$88.55	\$84.84	\$3.70	4.36%
Three Yard Construction Bins							
First Pick-up	\$183.69	\$24.95	\$3.36	\$212.02	\$203.15	\$8.87	4.37%
Each Additional Pick-up Freq.	\$89.66	\$24.65	\$1.85	\$116.08	\$111.30	\$4.78	4.29%
Non-Scheduled Pick-up	\$85.90	\$5.66	\$1.16	\$72.72	\$69.67	\$3.06	4.39%

CITY OF PLACENTIA EXHIBIT "A"
RATE SUMMARY - EFFECTIVE JULY 1, 2017

	Service Fee	Landfill	Organics	Total Rate	Current Rate	Change	% Change
<u>Commercial Continued</u>							
Three Yard "Recycle" Bins							
First Pick-up	\$140.96	n/a	\$2.28	\$143.25	\$137.13	\$6.12	4.46%
Each Additional Pick-up Freq.	\$76.16	n/a	\$1.23	\$77.40	\$74.09	\$3.30	4.46%
Non-Scheduled Pick-up	\$65.90	n/a	\$1.07	\$66.97	\$64.11	\$2.86	4.48%
Contaminated Bin (Trash)	\$140.96	n/a	\$2.28	\$143.25	\$137.13	\$6.12	4.46%
Pull Out Service							
First Pick-up	\$57.28	n/a		\$57.28	\$55.72	\$1.56	2.79%
Each Additional Pick up Freq	\$57.28	n/a		\$57.28	\$55.72	\$1.56	2.79%
Non-Scheduled Pick up	\$57.28	n/a		\$57.28	\$55.72	\$1.56	2.79%
Surcharge - Sunday Service	\$13.15	n/a		\$13.15	\$12.79	\$0.36	2.79%
Bin Exchange after One-Time p/Year	\$83.39	n/a		\$83.39	\$81.13	\$2.27	2.79%
Redelivery of Bin(s) - Non-Payment	\$84.55	n/a		\$84.55	\$82.25	\$2.30	2.79%
Locking Latch Bins							
Set-up One Time Cost	\$100.34	n/a		\$100.34	\$97.61	\$2.73	2.79%
Monthly Maintenance Fee p/Tip Freq.	\$2.23	n/a		\$2.23	\$2.17	\$0.06	2.79%
Special Access / Code or Key Fee	\$11.12	n/a		\$11.12	\$10.82	\$0.30	2.79%
Container Steam Cleaning after 1x p/Year	\$107.10	n/a		\$107.10	\$104.19	\$2.91	2.79%
Clean-Up & Disposal "Over the Top"	\$38.93	n/a		\$38.93	\$37.87	\$1.06	2.79%
Commercial Bulky-Item Pick-ups							
Basic Charge - Two Items	\$47.35	n/a		\$47.35	\$46.08	\$1.29	2.79%
Charge for Each Item over Two	\$6.76	n/a		\$6.76	\$6.68	\$0.18	2.79%
Additional Fee Gas Recovery	\$47.35	n/a		\$47.35	\$46.08	\$1.29	2.79%
<u>Industrial Roll-Off Services</u>							
<u>Permanent Services</u>							
15-Yard Demo Container	\$372.46	\$205.08	\$9.36	\$586.90	\$583.34	\$23.56	4.18%
15-Yard Demo Container - Clean Inerts	\$399.14	n/a	\$5.49	\$344.64	\$329.93	\$14.71	4.46%
30-Yard Drop Off Container	\$352.14	\$170.90	\$0.00	\$523.04	\$510.07	\$12.97	2.54%
30-Yard Container - Green Waste	\$488.74	n/a	\$8.47	\$497.22	\$475.46	\$21.76	4.58%
40-Yard Compactor	\$442.39	\$239.26	\$7.92	\$689.57	\$664.87	\$24.70	3.72%
<u>Temporary Services</u>							
15-Yard Demo Container	\$380.40	\$205.08	\$9.48	\$594.96	\$571.08	\$23.90	4.19%
15-Yard Demo Container - Clean Inerts	\$350.28	n/a	\$5.67	\$355.93	\$340.74	\$15.19	4.46%
30-Yard Drop Off Container	\$369.94	\$170.90	\$8.76	\$549.60	\$527.39	\$22.22	4.21%
30-Yard Container - Green Waste	\$499.87	n/a	\$8.10	\$507.97	\$486.28	\$21.68	4.46%
Overweight Surcharge p/Ton (Actual Weight over 8 Tons)							
Trash Loads	\$18.09	\$34.18	\$0.85	\$53.12	\$51.10	\$2.02	3.96%
Clean Inerts	\$33.36	n/a	\$0.51	\$33.90	\$32.46	\$1.45	4.46%
Green Waste	\$43.68	n/a	\$0.71	\$44.38	\$42.49	\$1.89	4.46%
Saturday Service - Per Pull	\$35.29	n/a		\$35.29	\$34.33	\$0.98	2.79%
Mandatory Signature Required - Per Pull	\$5.56	n/a		\$5.56	\$5.41	\$0.15	2.79%
Additional Days - Temp R/O Per Day	\$13.51	n/a		\$13.51	\$13.14	\$0.37	2.79%
Stand-By Hourly Rate	\$84.55	n/a		\$84.55	\$82.25	\$2.30	2.79%
Heavy-Duty Truck Service - Per Pull	\$389.17	n/a		\$389.17	\$378.60	\$10.58	2.79%
R/O Container Steam Cleaning after 1x/Year	\$111.19	n/a		\$111.19	\$108.17	\$3.02	2.79%
Storage Container Rental / Delivery p/Mo.	\$87.84	n/a		\$87.84	\$86.45	\$1.39	2.79%
Storage Container Return - Per Mile	\$1.22	n/a		\$1.22	\$1.19	\$0.03	2.79%

CITY OF PLACENTIA
EXHIBIT "A" BACK-UP

JULY 1, 2018 ADJUSTED RATES

349,046 Local CPI-U (12 Months Annual) 2010
256,210 Local CPI-U (12 Months Annual) 2017
2.79% Local CPI-U Change (Adjustment in (B))

Estimated for Annual CPI, normally this should be January

\$33.50 Orange County Gate Fee July 2017
\$34.18 Orange County Gate Fee July 2018
2.03% Orange County Gate Fee Change (Adjustment in (E))

	(A) Service Fee	+	(B) CPI Adj.	=	(C) Adjusted Service Fee [(A)+(B)]	(D) Orange Co. Landfill	+	(E) Landfill Adjustment	=	(F) Adjusted Landfill Cost [(D)+(E)]	(G) Current Rate [(C)+(F)]	(H) Organic PI 1.35%	(I) Fran Fees	(J) Total Rate Including Organics	(K) Franchise (15% of (J))	+	(L) Administrative (5% of (J))	=	(M) Fees Paid to Placentia	Net Percent Rate Change
Residential																				
Single Family	\$20.85		\$0.58		\$21.43	\$3.14		\$0.06		\$3.20	\$24.63	N/A	N/A	\$24.63	\$3.70		\$1.23		\$4.93	2.69%
Additional Containers																				
Black "Trash" Container	\$5.48		\$0.16		\$5.64	\$3.14		\$0.06		\$3.20	\$8.84	N/A	N/A	\$8.84	\$1.33		\$0.44		\$1.77	2.52%
Brown "Yard Waste" Container	\$4.78		\$0.13		\$4.85	n/a					\$4.89	N/A	N/A	\$4.89	\$0.74		\$0.24		\$0.98	2.79%
Green "Recycling" Container	\$0.00		\$0.00		\$0.00	n/a					\$0.00	N/A	N/A	\$0.00	\$0.00		\$0.00		\$0.00	0.00%
Residential Special Services																				
Residential Roll-Out Service	\$11.20		\$0.31		\$11.52	n/a					\$11.52	N/A	N/A	\$11.52	\$1.72		\$0.58		\$2.30	2.75%
Extra Dump - All 3 Containers	\$24.46		\$0.68		\$24.46	n/a					\$24.46	N/A	N/A	\$24.46	\$3.67		\$1.22		\$4.89	2.79%
Exchange of All 3 Containers	\$37.83		\$1.03		\$37.83	n/a					\$37.83	N/A	N/A	\$37.83	\$5.68		\$1.89		\$7.57	2.79%
Container Replacement - Misuse	\$66.93		\$1.82		\$66.93	n/a					\$66.93	N/A	N/A	\$66.93	\$10.04		\$3.35		\$13.39	2.79%
Residential Bulky-Item Pick-ups																				
Additional Pick-ups over 3x p/Year	\$47.00		\$1.29		\$47.34	n/a					\$47.34	N/A	N/A	\$47.34	\$7.10		\$2.37		\$9.47	2.79%
Change for each item over 10	\$6.58		\$0.18		\$6.76	n/a					\$6.76	N/A	N/A	\$6.76	\$1.01		\$0.34		\$1.35	2.79%
Additional Fee Gas Recovery	\$45.05		\$1.29		\$47.34	n/a					\$47.34	N/A	N/A	\$47.34	\$7.10		\$2.37		\$9.47	2.79%
Three Yard Containers																				
3 Days + Dump	\$93.18		\$2.38		\$95.52	\$5.55		\$0.11		\$5.66	\$93.18	N/A	N/A	\$93.18	\$13.98		\$4.66		\$18.64	2.75%
Each Additional Day	\$7.15		\$0.19		\$7.15	n/a					\$7.15	N/A	N/A	\$7.15	\$1.07		\$0.36		\$1.43	2.79%

CITY OF PLACENTIA
EXHIBIT "A" BACK-UP

	(A) Service Fee	+	(B) CPI Adj	=	(C) Adjusted Service Fee [(A)+(B)]	(D) Orange Co. Landfill	+	(E) Landfill Adjustment	=	(F) Adjusted Landfill Cost ((D)+(E))	(G) Total Rate [(C)+(F)]	(H) Organic PI 1.35%	(I) Fran Fees	(J) Total Rate Including Organics	(K) Franchise [15% of (G)]	+	(L) Administrative [5% of (G)]	=	(M) Fees Paid to Placentia	Net Percent Rate Change
Commercial																				
Commercial Barrel (Each)																				
1 x p/wk (Max of Three)	\$18.32		\$0.51		\$18.83	\$5.89		\$0.12		\$5.92	\$24.75	\$41.63	\$3.37	\$45.00	\$7.76		\$1.24		\$9.00	2.61%
Each Additional Pick-up Freq.(Max 3 X)	\$18.32		\$0.51		\$18.83	\$5.89		\$0.12		\$5.92	\$24.75	\$41.63	\$3.37	\$45.00	\$7.76		\$1.24		\$9.00	2.61%
Two Yard Containers																				
One Pick-up Only	\$109.82		\$3.06		\$112.89	\$16.09		\$0.33		\$16.39	\$129.08	\$1.74	\$0.35	\$131.17	\$19.67		\$5.56		\$26.23	2.70%
Each Additional Pick-up Freq.(Max 3 X)	\$57.26		\$1.60		\$58.86	\$16.09		\$0.33		\$16.39	\$75.25	\$1.02	\$0.20	\$76.47	\$11.47		\$3.82		\$15.29	2.63%
Non-Scheduled Pick-up	\$52.18		\$1.46		\$53.64	\$3.71		\$0.08		\$3.79	\$57.40	\$0.77	\$0.15	\$58.33	\$8.75		\$2.92		\$11.67	2.74%
Three Yard Containers																				
First Pick-up	\$137.13		\$3.83		\$140.96	\$24.06		\$0.49		\$24.55	\$165.51	\$2.23	\$0.45	\$168.20	\$25.23		\$8.41		\$33.64	2.68%
Each Additional Pick-up Freq.	\$74.06		\$2.07		\$76.13	\$24.06		\$0.49		\$24.55	\$100.71	\$1.36	\$0.27	\$102.35	\$15.35		\$5.12		\$20.47	2.61%
Non-Scheduled Pick-up	\$64.11		\$1.79		\$65.90	\$5.55		\$0.11		\$5.66	\$71.56	\$0.97	\$0.19	\$72.72	\$10.90		\$3.54		\$14.54	2.73%
Three Yard Manure Containers																				
First Pick-up	\$137.13		\$3.83		\$140.96	\$36.24		\$0.74		\$36.98	\$177.94	\$2.40	\$0.48	\$180.83	\$27.13		\$9.04		\$36.17	2.63%
Each Additional Pick-up Freq.	\$74.06		\$2.07		\$76.13	\$36.24		\$0.74		\$36.98	\$113.14	\$1.53	\$0.31	\$114.98	\$17.25		\$5.75		\$23.00	2.54%
Non-Scheduled Pick-up	\$64.11		\$1.79		\$65.89	\$5.55		\$0.11		\$5.66	\$71.55	\$0.97	\$0.19	\$72.71	\$10.80		\$3.54		\$14.54	2.73%
Three Yard Compactors																				
First Pick-up	\$109.19		\$4.73		\$113.92	\$69.41		\$1.21		\$60.62	\$234.54	\$3.17	\$0.63	\$238.34	\$35.75		\$11.92		\$47.67	2.60%
Each Additional Pick-up Freq.	\$105.36		\$2.97		\$108.33	\$59.41		\$1.21		\$60.62	\$169.95	\$2.29	\$0.46	\$172.71	\$25.90		\$8.54		\$34.54	2.52%
Non-Scheduled Pick-up	\$97.42		\$2.72		\$100.14	\$13.71		\$0.28		\$13.99	\$114.13	\$1.54	\$0.31	\$116.98	\$17.40		\$5.80		\$23.20	2.70%
Four Yard Containers																				
First Pick-up	\$130.85		\$4.21		\$155.07	\$32.47		\$0.66		\$33.13	\$188.20	\$2.54	\$0.51	\$191.24	\$28.69		\$9.56		\$38.25	2.66%
Each Additional Pick-up Freq.	\$81.81		\$2.28		\$83.79	\$32.47		\$0.66		\$33.13	\$116.92	\$1.58	\$0.32	\$118.81	\$17.82		\$5.94		\$23.76	2.58%
Non-Scheduled Pick-up	\$70.81		\$1.97		\$72.48	\$7.49		\$0.15		\$7.64	\$80.12	\$1.08	\$0.22	\$81.42	\$12.21		\$4.07		\$18.28	2.72%
Six Yard Containers																				
First Pick-up	\$157.78		\$4.41		\$162.19	\$48.14		\$0.88		\$49.12	\$211.23	\$2.85	\$0.57	\$214.65	\$32.20		\$10.73		\$42.93	2.62%
Each Additional Pick-up Freq.	\$83.21		\$2.38		\$87.59	\$48.14		\$0.88		\$49.12	\$136.71	\$1.85	\$0.37	\$138.93	\$20.84		\$6.95		\$27.79	2.52%
Non-Scheduled Pick-up	\$73.74		\$2.06		\$75.80	\$11.11		\$0.23		\$11.34	\$87.14	\$1.18	\$0.24	\$88.55	\$13.28		\$4.43		\$17.71	2.69%

CITY OF PLACENTIA
EXHIBIT "A" BACK-UP

	(A) Service Fee	(B) CPI Adj.	=	(C) Adjusted Service Fee [(A)+(B)]	(D) Orange Co. Landfill	+	(E) Landfill Adjustment	=	(F) Adjusted Landfill Cost [(D)+(E)]	(G) Total Rate [(C)+(F)]	(H) Organic Pf 1.35%	(I) Fran Fees	(J) Total Rate Including Organics	(K) Franchise (15% of (G))	+	(L) Administrative (5% of (G))	=	(M) Fees Paid to Placentia	Net Percent Rate Change
Commercial																			
Three Yard Construction Bin																			
First Pick-up	\$178.70	\$4.99	=	\$183.69	\$24.49	+	\$0.50	=	\$24.95	\$208.64	\$2.82	\$0.56	\$212.02	\$31.80	+	\$10.60	=	\$42.40	2.70%
Each Additional Pick-up Freq.	\$67.04	\$2.44	=	\$69.68	\$24.06	+	\$0.49	=	\$24.55	\$114.23	\$1.54	\$0.31	\$115.06	\$17.42	+	\$5.80	=	\$23.22	2.63%
Non-Scheduled Pick-up	\$64.11	\$1.79	=	\$65.90	\$5.55	+	\$0.11	=	\$5.66	\$71.56	\$0.97	\$0.19	\$72.72	\$10.90	+	\$3.84	=	\$14.54	2.73%
Temp Three Yard Container - Non Profit																			
3 Days + Dump	\$79.00	\$2.22	=	\$82.05	\$5.66	+	\$0.11	=	\$5.66	\$87.71	\$1.18	\$0.24	\$89.13	\$13.37	+	\$4.46	=	\$17.83	2.74%
Each Additional Day	\$6.75	\$0.19	=	\$6.94	n/a	+		=		\$6.94	N/A	N/A	N/A	\$1.04	+	\$0.35	=	\$1.39	2.79%
Commercial Recycle Containers																			
Three Yard "Recycle" Containers																			
First Pick-up	\$137.10	\$3.83	=	\$140.95	n/a	+		=		\$140.95	\$1.90	\$0.38	\$143.25	\$21.49	+	\$7.16	=	\$28.65	N/A
Each Additional Pick-up Freq.	\$74.09	\$2.07	=	\$76.16	n/a	+		=		\$76.16	\$1.03	\$0.21	\$77.40	\$11.61	+	\$3.87	=	\$15.48	N/A
Non-Scheduled Pick-up	\$64.11	\$1.79	=	\$65.90	n/a	+		=		\$65.90	\$0.89	\$0.18	\$66.97	\$10.04	+	\$3.35	=	\$13.39	N/A
Contaminated Bin (Trash)	\$137.10	\$3.83	=	\$140.95	n/a	+		=		\$140.95	\$1.90	\$0.38	\$143.25	\$21.49	+	\$7.16	=	\$28.65	N/A
Commercial Special Services																			
Pull Out Service																			
First Pick-up	\$55.72	\$1.55	=	\$57.28	n/a	+		=		\$57.28	N/A	N/A	N/A	\$8.60	+	\$2.86	=	\$11.46	2.79%
Each Additional Pick-up Freq	\$55.72	\$1.55	=	\$57.28	n/a	+		=		\$57.28	N/A	N/A	N/A	\$8.60	+	\$2.86	=	\$11.46	2.79%
Non-Scheduled Pick-up	\$55.72	\$1.55	=	\$57.28	n/a	+		=		\$57.28	N/A	N/A	N/A	\$8.60	+	\$2.86	=	\$11.46	2.79%
Surcharge - Sunday Service	\$12.79	\$0.38	=	\$13.15	n/a	+		=		\$13.15	N/A	N/A	N/A	\$1.97	+	\$0.66	=	\$2.63	2.79%
Bin Exchange after One-Time p/Year	\$83.39	\$2.27	=	\$83.39	n/a	+		=		\$83.39	N/A	N/A	N/A	\$12.51	+	\$4.17	=	\$16.68	2.79%
Redelivery of Bin(s) - Non Payment	\$84.55	\$2.30	=	\$84.55	n/a	+		=		\$84.55	N/A	N/A	N/A	\$12.68	+	\$4.23	=	\$16.91	2.79%
Locking Latch Bins																			
Set-Up Cost	\$97.61	\$2.73	=	\$100.34	n/a	+		=		\$100.34	N/A	N/A	N/A	\$15.05	+	\$5.02	=	\$20.07	2.79%
Monthly Maintenance Fee P/yr Freq.	\$2.17	\$0.06	=	\$2.23	n/a	+		=		\$2.23	N/A	N/A	N/A	\$0.34	+	\$0.11	=	\$0.45	2.79%
Special Access / Code or Key Fee	\$10.82	\$0.30	=	\$11.12	n/a	+		=		\$11.12	N/A	N/A	N/A	\$1.66	+	\$0.56	=	\$2.22	2.79%
Container Steam Cleaning after 1x/Year	\$107.10	\$2.91	=	\$107.10	n/a	+		=		\$107.10	N/A	N/A	N/A	\$16.06	+	\$5.36	=	\$21.42	2.79%
Clean-Up/Disposal "Over the Top"	\$37.87	\$1.06	=	\$38.93	n/a	+		=		\$38.93	N/A	N/A	N/A	\$5.84	+	\$1.95	=	\$7.79	2.79%
Commercial Bulky-Item Pick-ups																			
Basic Charge - Two Items	\$46.06	\$1.29	=	\$47.35	n/a	+		=		\$47.35	N/A	N/A	N/A	\$7.10	+	\$2.37	=	\$9.47	2.79%
Charge for each item over Two	\$6.99	\$0.18	=	\$7.76	n/a	+		=		\$6.76	N/A	N/A	N/A	\$1.01	+	\$0.34	=	\$1.35	2.79%
Additional Fee Gas Recovery	\$46.06	\$1.29	=	\$47.35	n/a	+		=		\$47.35	N/A	N/A	N/A	\$7.10	+	\$2.37	=	\$9.47	2.79%
Yll. Hoppers Monthly Rental	\$42.38	\$1.16	=	\$43.36	n/a	+		=		\$43.36	N/A	N/A	N/A	\$6.50	+	\$2.17	=	\$8.67	2.79%
Three Yard Bin Monthly Rental	\$54.09	\$1.51	=	\$55.59	n/a	+		=		\$55.59	N/A	N/A	N/A	\$8.34	+	\$2.78	=	\$11.12	2.79%

CITY OF PLACENTIA
EXHIBIT "A" BACK-UP

	(A) Service Fee	(B) CPI Adj.	(C) Adjusted Service Fee [(A)+(B)]	(D) Orange Co. Landfill	(E) Landfill Adjustment	(F) Adjusted Landfill Cost [(D)-(E)]	(G) Total Rate [(C)+(F)]	(H) Organic PI 1.35%	(I) Fran Fees	(J) Total Rate Including Organics	(K) Franchise [15% of (G)]	(L) Administrative [5% of (G)]	(M) Fees Paid to Placentia	Net Percent Rate Change
Industrial Roll-Off Services														
Permanent Services														
15-Yard Demo Container	\$392.34	\$10.12	\$372.46	\$201.99	\$4.08	\$205.08	\$577.54	\$7.80	\$1.56	\$586.50	\$88.03	\$29.35	\$117.38	2.52%
15-Yard Demo Container - Clean Inerts	\$329.89	\$9.22	\$339.14	n/a			\$339.14	\$4.58	\$0.92	\$344.64	\$51.70	\$17.23	\$68.93	N/A
30-Yard Drop Off Container	\$342.57	\$9.57	\$352.14	\$167.90	\$3.40	\$170.90	\$523.04	\$7.06	\$1.41	\$531.51	\$79.72	\$26.58	\$108.30	2.54%
30-Yard Container - Green Waste	\$475.48	\$13.28	\$488.74	n/a			\$488.74	\$6.60	\$1.32	\$498.66	\$74.50	\$24.85	\$99.33	N/A
40-Yard Compactor	\$430.37	\$12.02	\$442.39	\$234.50	\$4.76	\$239.26	\$681.65	\$9.20	\$1.84	\$692.70	\$103.91	\$34.63	\$138.54	2.52%
Temporary Services														
15-Yard Demo Container	\$376.06	\$10.34	\$380.40	\$201.00	\$4.08	\$205.08	\$585.48	\$7.90	\$1.58	\$594.96	\$89.24	\$29.76	\$118.99	2.62%
15-Yard Demo Container - Clean Inerts	\$340.74	\$9.52	\$350.26	n/a			\$350.26	\$4.73	\$0.95	\$355.93	\$53.39	\$17.80	\$71.19	N/A
30-Yard Drop Off Container	\$359.89	\$10.06	\$369.94	\$167.50	\$3.40	\$170.90	\$540.84	\$7.30	\$1.46	\$549.60	\$82.44	\$27.48	\$109.92	2.65%
30-Yard Container - Green Waste	\$486.56	\$13.59	\$499.87	n/a			\$499.87	\$6.75	\$1.35	\$507.87	\$76.19	\$25.40	\$101.59	N/A
Overweight Surcharge prton (Actual weight over 8 tons/load)														
Trash Loads	\$17.00	\$0.49	\$18.09	\$33.50	\$0.66	\$34.18	\$52.27	\$0.71	\$0.14	\$53.12	\$7.95	\$2.66	\$10.62	2.28%
Clean Inerts	\$50.49	\$0.91	\$53.38	n/a			\$53.38	\$0.45	\$0.09	\$53.90	\$5.08	\$1.70	\$6.78	N/A
Clean Green Waste	\$40.49	\$1.19	\$43.68	n/a			\$43.68	\$0.39	\$0.12	\$44.38	\$6.66	\$2.22	\$8.88	N/A
Industrial Special Services														
Saturday Service - Per Pull	\$34.33	\$0.96	\$35.29	n/a			\$35.29	N/A	N/A	N/A	\$5.30	\$1.76	\$7.06	2.79%
Mandatory Signature Required - Per Pull	\$5.41	\$0.16	\$5.56	n/a			\$5.56	N/A	N/A	N/A	\$0.83	\$0.28	\$1.11	2.79%
Additional Days Temp R/O Per Day	\$13.14	\$0.37	\$13.51	n/a			\$13.51	N/A	N/A	N/A	\$2.02	\$0.68	\$2.70	2.76%
Stand-By Hourly Rate	\$80.25	\$2.30	\$84.55	n/a			\$84.55	N/A	N/A	N/A	\$12.68	\$4.23	\$16.91	2.76%
Relocation/Trip Charge/Dead Run	\$94.00	\$1.51	\$95.59	n/a			\$95.59	N/A	N/A	N/A	\$8.34	\$2.78	\$11.12	2.79%
Packer "Turn-A-Round" Surcharge Per Pull	\$19.60	\$0.30	\$11.12	n/a			\$11.12	N/A	N/A	N/A	\$1.88	\$0.56	\$2.22	2.79%
Heavy-Duty Truck Service - Per Pull	\$178.80	\$10.58	\$389.17	n/a			\$389.17	N/A	N/A	N/A	\$58.37	\$19.46	\$77.83	2.79%
R/O Container Steam Cleaning after 1st Year	\$100.17	\$3.02	\$111.19	n/a			\$111.19	N/A	N/A	N/A	\$16.68	\$5.56	\$22.24	2.79%
Storage Container Rental / Delivery	\$80.45	\$2.39	\$87.84	n/a			\$87.84	N/A	N/A	N/A	\$13.18	\$4.39	\$17.57	2.79%
Storage Container Return \$10.00 + Per/Mile	\$1.78	\$0.03	\$1.22	n/a			\$1.22	N/A	N/A	N/A	\$0.18	\$0.06	\$0.24	2.79%

RESOLUTION NO. R-2018-XX

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF PLACENTIA, CALIFORNIA AUTHORIZING AND DETERMINING RESIDENTIAL SOLID WASTE HANDLING SERVICE CHARGES AND DIRECTING PLACEMENT THEREOF ON THE ORANGE COUNTY TAX ROLLS

A. Recitals

(i). Section 8.04.240 of the Placentia Municipal Code provides that the City Council may, by resolution, cause solid waste handling service charges be collected with the Orange County tax bills.

(ii). The City Council has received and analyzed proposed refuse collection charges for residential services and has determined appropriate residential solid waste handling service charges to be set for the 2018-19 Fiscal Year..

(iii). The City Council has determined that residential solid waste and handling service charges collected via the tax rolls affords the least costly mechanism for the residential taxpayers of the City of Placentia and users of the solid waste handling services.

(iv). All legal prerequisites to the adoption of this Resolution have occurred.

B. Resolution

NOW, THEREFORE, THE CITY COUNCIL OF THE CITY OF PLACENTIA DOES HEREBY FIND, DETERMINE AND RESOLVE AS FOLLOWS:

1. In all respects as set forth in the Recitals, Part A., above.
2. Solid waste handling service charges for residential and commercial services are set forth in "Exhibit A," attached hereto and incorporated by this reference as though fully set forth herein.
3. Solid waste handling service charges for residential services be placed on the Orange County Property Tax Rolls for the Fiscal Year 2017-18, and such charges be collected in the same manner as the Property Tax.
4. A copy of this Resolution shall forthwith be transmitted by the City Clerk to the Auditor-Controller of the County of Orange.

APPROVED and ADOPTED this 3rd day of April 2018.

Chad P. Wanke, Mayor

ATTEST:

Patrick J. Melia, City Clerk

STATE OF CALIFORNIA
COUNTY OF ORANGE

I, Patrick J. Melia, City Clerk of the City of Placentia do hereby certify that the foregoing Resolution was adopted at a regular meeting of the City Council held on the 3rd day of April 2018 by the following vote:

AYES: Councilmembers:
NOES: Councilmembers:
ABSENT: Councilmembers:
ABSTAIN: Councilmembers:

Patrick J. Melia, City Clerk

APPROVED AS TO FORM:

Christian L. Bettenhausen, City Attorney

EXHIBIT A
Placentia Rate Adjustments Calculation (Effective July 1, 2018)

CITY OF PLACENTIA EXHIBIT "A"
RATE SUMMARY - EFFECTIVE JULY 1, 2018

	Service Fee	Landfill	Organics	Adjusted Rate	Current Rate	Change	% Change
Residential							
Single Family	\$21.43	\$3.20		\$24.63	\$23.99	\$0.64	2.68%
Additional Containers							
Black "Trash" Container	\$5.84	\$3.20		\$8.84	\$8.82	\$0.21	2.47%
Brown "Yard Waste" Container	\$4.89	n/a		\$4.89	\$4.78	\$0.13	2.79%
Green "Recycling" Container	\$0.00	n/a		\$0.00	\$0.00	\$0.00	0.00%
Pull Out Service							
Pull Out Service	\$11.52	n/a		\$11.52	\$11.20	\$0.31	2.79%
Extra Dump - All Three Containers	\$24.46	n/a		\$24.46	\$23.80	\$0.66	2.79%
Exchange of All Three Containers	\$37.83	n/a		\$37.83	\$36.80	\$1.03	2.79%
Container Replacement - Misuse	\$66.93	n/a		\$66.93	\$65.11	\$1.82	2.79%
Bulky Item Collection							
Additional Pick-ups over 3x p/Year	\$47.34	n/a		\$47.34	\$46.05	\$1.29	2.79%
Charge for Each Item over 10	\$6.76	n/a		\$6.76	\$6.58	\$0.18	2.79%
Additional Gas Recovery Fee	\$47.34	n/a		\$47.34	\$46.05	\$1.29	2.79%
Temp Three Yard Container							
3 Days + Dump	\$87.52	\$5.88		\$93.18	\$90.69	\$2.49	2.74%
Each Additional Day Rental	\$7.15	n/a		\$7.15	\$6.96	\$0.19	2.79%
Commercial							
Commercial Barrel (Each)							
1 x p/wk (Max of Four)				\$45.00	\$24.12	\$20.88	88.55%
Two Yard Containers							
One Pick-up Only	\$112.69	\$16.39	\$2.09	\$131.17	\$125.68	\$5.48	4.36%
Non-Scheduled Pick-up	\$53.81	\$3.79	\$0.93	\$58.33	\$55.86	\$2.47	4.42%
Three Yard Containers							
First Pick-up	\$140.96	\$24.55	\$2.68	\$168.20	\$161.19	\$7.00	4.34%
Each Additional Pick-up Freq.	\$76.16	\$24.55	\$1.63	\$102.35	\$98.15	\$4.19	4.27%
Non-Scheduled Pick-up	\$65.90	\$5.66	\$1.16	\$72.72	\$69.67	\$3.06	4.39%
Three Yard Manure Containers							
First Pick-up	\$140.96	\$38.98	\$2.88	\$180.83	\$173.37	\$7.45	4.30%
Each Additional Pick-up Freq.	\$76.16	\$38.98	\$1.83	\$114.88	\$110.33	\$4.64	4.21%
Non-Scheduled Pick-up	\$65.89	\$5.66	\$1.16	\$72.71	\$69.85	\$3.06	4.39%
Three Yard Compactors							
First Pick-up	\$173.92	\$80.82	\$3.80	\$238.34	\$228.60	\$9.74	4.26%
Each Additional Pick-up Freq.	\$109.33	\$60.82	\$2.75	\$172.71	\$165.77	\$6.93	4.18%
Non-Scheduled Pick-up	\$100.14	\$13.99	\$1.85	\$115.98	\$111.13	\$4.85	4.37%
Four Yard Containers							
First Pick-up	\$165.07	\$33.13	\$3.05	\$199.24	\$183.32	\$15.92	4.32%
Each Additional Pick-up Freq.	\$83.79	\$33.13	\$1.89	\$116.81	\$113.98	\$2.83	4.24%
Non-Scheduled Pick-up	\$72.48	\$7.64	\$1.30	\$81.42	\$78.01	\$3.41	4.38%
Six Yard Containers							
First Pick-up	\$182.11	\$49.12	\$3.42	\$234.65	\$205.84	\$28.81	4.28%
Each Additional Pick-up Freq.	\$87.59	\$49.12	\$2.21	\$138.93	\$133.35	\$5.58	4.18%
Non-Scheduled Pick-up	\$75.80	\$11.34	\$1.41	\$88.55	\$84.84	\$3.70	4.36%
Three Yard Construction Bins							
First Pick-up	\$183.69	\$24.95	\$3.38	\$212.02	\$203.15	\$8.87	4.37%
Each Additional Pick-up Freq.	\$99.68	\$24.55	\$1.85	\$116.08	\$111.30	\$4.78	4.29%
Non-Scheduled Pick-up	\$65.90	\$5.66	\$1.16	\$72.72	\$69.67	\$3.06	4.39%

CITY OF PLACENTIA EXHIBIT "A"
RATE SUMMARY - EFFECTIVE JULY 1, 2017

	Service Fee	Landfill	Organics	Total Rate	Current Rate	Change	% Change
<u>Commercial Continued</u>							
Three Yard "Recycle" Bins							
First Pick-up	\$140.86	n/a	\$2.28	\$143.25	\$137.13	\$6.12	4.46%
Each Additional Pick-up Freq.	\$76.16	n/a	\$1.23	\$77.40	\$74.09	\$3.30	4.46%
Non-Scheduled Pick-up	\$65.80	n/a	\$1.07	\$68.97	\$64.11	\$2.86	4.46%
Contaminated Bin (Trash)	\$140.86	n/a	\$2.28	\$143.25	\$137.13	\$6.12	4.46%
Pull Out Service							
First Pick-up	\$57.28	n/a		\$57.28	\$55.72	\$1.56	2.79%
Each Additional Pick up Freq	\$57.28	n/a		\$57.28	\$55.72	\$1.56	2.79%
Non-Scheduled Pick up	\$57.28	n/a		\$57.28	\$55.72	\$1.56	2.79%
Surcharge - Sunday Service	\$13.15	n/a		\$13.15	\$12.79	\$0.36	2.78%
Bin Exchange after One-Time p/Year	\$83.39	n/a		\$83.39	\$81.13	\$2.27	2.79%
Redelivery of Bin(s) - Non-Payment	\$84.55	n/a		\$84.55	\$82.25	\$2.30	2.79%
Locking Latch Bins							
Set-up One Time Cost	\$100.34	n/a		\$100.34	\$97.61	\$2.73	2.79%
Monthly Maintenance Fee p/Tip Freq.	\$2.23	n/a		\$2.23	\$2.17	\$0.06	2.79%
Special Access / Code or Key Fee	\$11.12	n/a		\$11.12	\$10.82	\$0.30	2.79%
Container Steam Cleaning after 1x p/Year	\$107.10	n/a		\$107.10	\$104.19	\$2.91	2.79%
Clean-Up & Disposal "Over the Top"	\$38.83	n/a		\$38.83	\$37.87	\$1.06	2.79%
Commercial Bulky-Item Pick-ups							
Basic Charge - Two Items	\$47.35	n/a		\$47.35	\$46.06	\$1.29	2.79%
Charge for Each Item over Two	\$8.76	n/a		\$8.76	\$8.58	\$0.18	2.79%
Additional Fee Gas Recovery	\$47.35	n/a		\$47.35	\$46.06	\$1.29	2.79%
<u>Industrial Roll-Off Services</u>							
<u>Permanent Services</u>							
15-Yard Demo Container	\$372.46	\$205.08	\$9.38	\$586.90	\$583.34	\$23.58	4.18%
15-Yard Demo Container - Clean Inerts	\$338.14	n/a	\$5.49	\$344.64	\$329.93	\$14.71	4.46%
30-Yard Drop Off Container	\$352.14	\$170.90	\$0.00	\$523.04	\$510.07	\$12.97	2.54%
30-Yard Container - Green Waste	\$488.74	n/a	\$8.47	\$497.22	\$476.46	\$21.76	4.56%
40-Yard Compactor	\$442.39	\$239.26	\$7.92	\$689.57	\$664.87	\$24.70	3.72%
<u>Temporary Services</u>							
15-Yard Demo Container	\$380.40	\$205.08	\$9.48	\$594.96	\$571.06	\$23.90	4.19%
15-Yard Demo Container - Clean Inerts	\$350.26	n/a	\$6.67	\$356.93	\$340.74	\$15.19	4.46%
30-Yard Drop Off Container	\$389.94	\$170.90	\$8.76	\$569.60	\$527.39	\$22.22	4.21%
30-Yard Container - Green Waste	\$499.87	n/a	\$8.10	\$507.97	\$486.28	\$21.68	4.46%
Overweight Surcharge p/Ton (Actual Weight over 8 Tons)							
Trash Loads	\$18.09	\$34.18	\$0.85	\$53.12	\$51.10	\$2.02	3.95%
Clean Inerts	\$33.36	n/a	\$0.54	\$33.90	\$32.46	\$1.45	4.46%
Green Waste	\$43.88	n/a	\$0.71	\$44.38	\$42.48	\$1.89	4.46%
Saturday Service - Per Pull	\$35.29	n/a		\$35.29	\$34.33	\$0.96	2.79%
Mandatory Signature Required - Per Pull	\$5.56	n/a		\$5.56	\$5.41	\$0.15	2.79%
Additional Days - Temp R/O Per Day	\$13.51	n/a		\$13.51	\$13.14	\$0.37	2.79%
Stand-By Hourly Rate	\$84.55	n/a		\$84.55	\$82.25	\$2.30	2.79%
Heavy-Duty Truck Service - Per Pull	\$389.17	n/a		\$389.17	\$378.60	\$10.58	2.79%
R/O Container Steam Cleaning after 1x/Year	\$111.19	n/a		\$111.19	\$108.17	\$3.02	2.79%
Storage Container Rental / Delivery p/Mo.	\$87.84	n/a		\$87.84	\$85.45	\$2.39	2.79%
Storage Container Return - Per Mile	\$1.22	n/a		\$1.22	\$1.19	\$0.03	2.79%

CITY OF PLACENTIA
EXHIBIT "A" BACK-UP

JULY 1, 2018 ADJUSTED RATES

288.546	Local CPI-U (12 Months Annual 2016)	Estimated for Annual CPI, normally this should be January
295.210	Local CPI-U (12 Months Annual 2017)	
1.76%	Local CPI-U Change (Adjustment in (B))	

\$33.50	Orange County Gate Fee July 2017
\$34.18	Orange County Gate Fee July 2018
2.03%	Orange County Gate Fee Change (Adjustment in (E))

	(A) Service Fee	(B) CPI Adj.	=	(C) Adjusted Service Fee [(A)+(B)]	(D) Orange Co. Landfill	+	(E) Landfill Adjustment	=	(F) Adjusted Landfill Cost [(D)+(E)]	(G) Current Rate [(C)+(F)]	(H) Organic PI 1.35%	(I) Frqn Fees	(J) Total Rate Including Organics	(K) Franchise (15% of (J))	+	(L) Administrative (5% of (J))	=	(M) Fees Paid to Placentia	Net Percent Rate Change
Residential																			
Single Family	\$20.85	\$0.58	=	\$21.43	\$2.14	+	\$0.06	=	\$3.20	\$24.63	N/A	N/A	\$24.63	\$3.70		\$1.23	=	\$4.93	2.89%
Additional Containers																			
Black "Trash" Container	\$5.48	\$0.15	=	\$5.64	\$3.14	+	\$0.06	=	\$3.20	\$8.84	N/A	N/A	\$8.84	\$1.33		\$0.44	=	\$1.77	2.52%
Brown "Yard Waste" Container	\$4.78	\$0.13	=	\$4.89	n/a	+		=		\$4.89	N/A	N/A	\$4.89	\$0.74		\$0.24	=	\$0.98	2.79%
Green "Recycling" Container	\$0.00	\$0.00	=	\$0.00	n/a	+		=		\$0.00	N/A	N/A	\$0.00	\$0.00		\$0.00	=	\$0.00	0.00%
Residential Special Services																			
Residential Roll-Out Service	\$11.20	\$0.31	=	\$11.52	n/a	+		=		\$11.52	N/A	N/A	\$11.52	\$1.72		\$0.58	=	\$2.30	2.79%
Extra Dump - All 3 Containers	\$24.46	\$0.69	=	\$24.46	n/a	+		=		\$24.46	N/A	N/A	\$24.46	\$3.67		\$1.22	=	\$4.89	2.79%
Exchange of All 3 Containers	\$37.83	\$1.03	=	\$37.83	n/a	+		=		\$37.83	N/A	N/A	\$37.83	\$5.68		\$1.89	=	\$7.57	2.79%
Container Replacement - Misuse	\$66.93	\$1.82	=	\$66.93	n/a	+		=		\$66.93	N/A	N/A	\$66.93	\$10.04		\$3.35	=	\$13.39	2.79%
Residential Bulky-Item Pick-ups																			
Additional Pick-ups over 3x p/Year	\$47.34	\$1.29	=	\$47.34	n/a	+		=		\$47.34	N/A	N/A	\$47.34	\$7.10		\$2.37	=	\$9.47	2.79%
Charge for each item over 10	\$6.76	\$0.18	=	\$6.76	n/a	+		=		\$6.76	N/A	N/A	\$6.76	\$1.01		\$0.34	=	\$1.35	2.79%
Additional Fee Gas Recovery	\$47.34	\$1.29	=	\$47.34	n/a	+		=		\$47.34	N/A	N/A	\$47.34	\$7.10		\$2.37	=	\$9.47	2.79%
Three Yard Containers																			
3 Days - Dump	\$93.18	\$2.38	=	\$95.52	\$5.55	+	\$0.11	=	\$5.66	\$93.18	N/A	N/A	\$93.18	\$13.98		\$4.86	=	\$18.84	2.75%
Each Additional Day	\$7.15	\$0.19	=	\$7.15	n/a	+		=		\$7.15	N/A	N/A	\$7.15	\$1.07		\$0.36	=	\$1.43	2.79%

CITY OF PLACENTIA
EXHIBIT "A" BACK-UP

	(A) Service Fee	(B) CP Adj.	=	(C) Adjusted Service Fee [(A)+(B)]	(D) Orange Co. Landfill	+	(E) Landfill Adjustment	=	(F) Adjusted Landfill Cost [(D)+(E)]	(G) Total Rate [(C)+(F)]	(H) Organic P1 1.35%	(I) Fian Fees	(J) Total Rate Including Organics	(K) Franchise (15% of (J))	+	(L) Administrative (5% of (J))	=	(M) Fees Paid to Placentia	Net Percent Rate Change
Commercial																			
Commercial Barrel (Each)																			
1 x p/wk (Max of Three)	\$18.32	\$0.51	=	\$18.83	\$5.88	+	\$0.12	=	\$5.92	\$24.75	\$41.63	\$3.37	\$45.00	\$7.76	+	\$1.24	=	\$9.00	2.61%
Each Additional Pick-up Freq. (Max 3 X)	\$18.32	\$0.51	=	\$18.83	\$5.88	+	\$0.12	=	\$5.92	\$24.75	\$41.63	\$3.37	\$45.00	\$7.76	+	\$1.24	=	\$9.00	2.61%
Two Yard Containers																			
One Pick-up Only	\$139.62	\$3.06	=	\$142.69	\$16.06	+	\$0.33	=	\$16.39	\$129.08	\$1.74	\$0.35	\$131.17	\$19.67	+	\$6.56	=	\$26.23	2.70%
Each Additional Pick-up Freq. (Max 3 X)	\$57.28	\$1.60	=	\$58.88	\$16.06	+	\$0.33	=	\$16.39	\$75.25	\$1.02	\$0.20	\$76.47	\$11.47	+	\$3.82	=	\$15.29	2.63%
Non-Scheduled Pick-up	\$52.15	\$1.46	=	\$53.61	\$3.71	+	\$0.08	=	\$3.79	\$57.40	\$0.77	\$0.15	\$58.33	\$8.75	+	\$2.92	=	\$11.67	2.74%
Three Yard Containers																			
First Pick-up	\$137.13	\$3.83	=	\$140.96	\$24.06	+	\$0.49	=	\$24.55	\$165.51	\$2.23	\$0.45	\$168.20	\$25.23	+	\$8.41	=	\$33.64	2.68%
Each Additional Pick-up Freq.	\$74.09	\$2.07	=	\$76.16	\$24.06	+	\$0.49	=	\$24.55	\$100.71	\$1.36	\$0.27	\$102.36	\$15.35	+	\$5.12	=	\$20.47	2.61%
Non-Scheduled Pick-up	\$64.11	\$1.79	=	\$65.90	\$5.55	+	\$0.11	=	\$5.66	\$71.56	\$0.97	\$0.19	\$72.72	\$10.90	+	\$3.84	=	\$14.54	2.73%
Three Yard Manure Containers																			
First Pick-up	\$137.13	\$3.83	=	\$140.96	\$30.24	+	\$0.74	=	\$30.98	\$177.94	\$2.40	\$0.48	\$180.83	\$27.13	+	\$9.04	=	\$36.17	2.82%
Each Additional Pick-up Freq.	\$74.09	\$2.07	=	\$76.16	\$30.24	+	\$0.74	=	\$30.98	\$113.14	\$1.53	\$0.31	\$114.98	\$17.25	+	\$5.76	=	\$23.00	2.54%
Non-Scheduled Pick-up	\$64.10	\$1.79	=	\$65.89	\$9.55	+	\$0.11	=	\$9.66	\$71.56	\$0.97	\$0.19	\$72.71	\$10.90	+	\$3.84	=	\$14.54	2.73%
Three Yard Compactors																			
First Pick-up	\$169.19	\$4.73	=	\$173.92	\$59.81	+	\$1.21	=	\$60.62	\$234.54	\$3.17	\$0.63	\$238.34	\$35.75	+	\$11.92	=	\$47.67	2.80%
Each Additional Pick-up Freq.	\$109.36	\$2.97	=	\$109.33	\$59.41	+	\$1.21	=	\$60.62	\$169.95	\$2.29	\$0.46	\$172.71	\$25.90	+	\$8.64	=	\$34.54	2.52%
Non-Scheduled Pick-up	\$97.42	\$2.72	=	\$100.14	\$13.71	+	\$0.26	=	\$13.99	\$114.13	\$1.54	\$0.31	\$115.98	\$17.40	+	\$5.80	=	\$23.20	2.70%
Four Yard Containers																			
First Pick-up	\$160.85	\$4.21	=	\$155.07	\$32.47	+	\$0.66	=	\$33.13	\$188.20	\$2.54	\$0.51	\$191.24	\$28.69	+	\$9.56	=	\$38.25	2.69%
Each Additional Pick-up Freq.	\$81.31	\$2.28	=	\$83.79	\$32.47	+	\$0.66	=	\$33.13	\$116.82	\$1.58	\$0.32	\$118.61	\$17.62	+	\$5.94	=	\$23.76	2.66%
Non-Scheduled Pick-up	\$70.51	\$1.87	=	\$72.48	\$7.49	+	\$0.15	=	\$7.64	\$80.12	\$1.06	\$0.22	\$81.42	\$12.21	+	\$4.07	=	\$16.28	2.72%
Six Yard Containers																			
First Pick-up	\$157.70	\$4.41	=	\$162.11	\$48.14	+	\$0.98	=	\$49.12	\$211.23	\$2.85	\$0.57	\$214.65	\$32.20	+	\$10.73	=	\$42.93	2.82%
Each Additional Pick-up Freq.	\$88.21	\$2.38	=	\$87.59	\$48.14	+	\$0.98	=	\$49.12	\$136.71	\$1.85	\$0.37	\$138.93	\$20.84	+	\$6.96	=	\$27.79	2.52%
Non-Scheduled Pick-up	\$73.74	\$2.06	=	\$75.80	\$11.11	+	\$0.23	=	\$11.34	\$87.14	\$1.18	\$0.24	\$88.55	\$13.28	+	\$4.43	=	\$17.71	2.65%

CITY OF PLACENTIA
EXHIBIT "A" BACK-UP

	(A) Service Fee	(B) CFI Adj.	=	(C) Adjusted Service Fee [(A)+(B)]	(D) Orange Co. Landfill	+	(E) Landfill Adjustment	=	(F) Adjusted Landfill Cost [(D)+(E)]	(G) Total Rate [(C)+(F)]	(H) Organic P/ 1.35%	(I) Fran Fees	(J) Total Rate Including Organics	(K) Franchise (15% of (G))	+	(L) Administrative (5% of (G))	=	(M) Fees Paid to Placentia	Net Percent Rate Change
Commercial																			
Three Yard Construction Bin																			
First Pick-up	\$178.70	\$4.56		\$183.26	\$24.45		\$0.50		\$24.95	\$208.54	\$2.82	\$0.56	\$212.02	\$31.80		\$10.60		\$42.40	2.70%
Each Additional Pick-up Freq	\$87.24	\$2.44		\$89.68	\$24.06		\$0.49		\$24.55	\$114.23	\$1.54	\$0.31	\$116.08	\$17.42		\$5.80		\$23.22	2.63%
Non-Scheduled Pick-up	\$64.11	\$1.79		\$65.90	\$5.55		\$0.11		\$5.66	\$71.56	\$0.97	\$0.19	\$72.72	\$10.90		\$3.84		\$14.54	2.75%
Temp Three Yard Container - Non Profit																			
3 Days + Dump	\$79.62	\$2.23		\$82.05	\$1.55		\$0.11		\$5.85	\$87.71	\$1.15	\$0.24	\$89.13	\$13.37		\$4.46		\$17.83	2.74%
Each Additional Day	\$6.75	\$0.19		\$6.94	n/a				\$6.94	\$6.94	N/A	N/A	N/A	\$1.04		\$0.35		\$1.39	2.79%
Commercial Recycle Containers																			
Three Yard "Recycle" Containers																			
First Pick-up	\$137.12	\$3.83		\$140.95	n/a				\$140.95	\$140.95	\$1.30	\$0.38	\$143.25	\$21.49		\$7.16		\$28.65	N/A
Each Additional Pick-up Freq	\$74.09	\$2.07		\$76.15	n/a				\$76.15	\$76.15	\$1.03	\$0.21	\$77.40	\$11.61		\$3.87		\$15.48	N/A
Non-Scheduled Pick-up	\$64.11	\$1.79		\$65.90	n/a				\$65.90	\$65.90	\$0.89	\$0.18	\$66.97	\$10.04		\$3.35		\$13.39	N/A
Contaminated Bin (Trash)	\$137.12	\$3.83		\$140.95	n/a				\$140.95	\$140.95	\$1.30	\$0.38	\$143.25	\$21.49		\$7.16		\$28.65	N/A
Commercial Special Services																			
Pull Out Service																			
First Pick-up	\$55.72	\$1.56		\$57.28	n/a				\$57.28	\$57.28	N/A	N/A	N/A	\$8.60		\$2.86		\$11.46	2.79%
Each Additional Pick up Freq	\$55.72	\$1.56		\$57.28	n/a				\$57.28	\$57.28	N/A	N/A	N/A	\$8.60		\$2.86		\$11.46	2.79%
Non-Scheduled Pick up	\$55.72	\$1.56		\$57.28	n/a				\$57.28	\$57.28	N/A	N/A	N/A	\$8.60		\$2.86		\$11.46	2.79%
Surcharge - Sunday Service	\$12.79	\$0.36		\$13.15	n/a				\$13.15	\$13.15	N/A	N/A	N/A	\$1.97		\$0.66		\$2.63	2.79%
Bin Exchange after One-Time p/Year	\$83.13	\$2.27		\$85.39	n/a				\$85.39	\$85.39	N/A	N/A	N/A	\$12.51		\$4.17		\$16.68	2.79%
Redelivery of Bin(s) - Non Payment	\$62.25	\$2.30		\$64.55	n/a				\$64.55	\$64.55	N/A	N/A	N/A	\$12.68		\$4.23		\$16.91	2.79%
Locking Latch Bins																			
Set-Up Cost	\$97.81	\$2.73		\$100.34	n/a				\$100.34	\$100.34	N/A	N/A	N/A	\$15.05		\$5.02		\$20.07	2.79%
Monthly Maintenance Fee P/Up Freq.	\$2.17	\$0.06		\$2.23	n/a				\$2.23	\$2.23	N/A	N/A	N/A	\$0.34		\$0.11		\$0.45	2.79%
Special Access / Code or Key Fee	\$10.82	\$0.30		\$11.12	n/a				\$11.12	\$11.12	N/A	N/A	N/A	\$1.68		\$0.56		\$2.22	2.79%
Container Steam Cleaning after 1x/Year	\$104.19	\$2.91		\$107.10	n/a				\$107.10	\$107.10	N/A	N/A	N/A	\$16.06		\$5.38		\$21.42	2.79%
Clean-Up/Disposal "Over the Top"	\$37.87	\$1.06		\$38.93	n/a				\$38.93	\$38.93	N/A	N/A	N/A	\$5.64		\$1.85		\$7.79	2.79%
Commercial Bulky-Item Pick-ups																			
Basic Charge - Two Items	\$40.00	\$1.29		\$41.29	n/a				\$41.29	\$41.29	N/A	N/A	N/A	\$7.10		\$2.37		\$9.47	2.79%
Charge for each Item over Two	\$6.58	\$0.18		\$6.76	n/a				\$6.76	\$6.76	N/A	N/A	N/A	\$1.01		\$0.34		\$1.35	2.79%
Additional Fee Gas Recovery	\$46.06	\$1.29		\$47.35	n/a				\$47.35	\$47.35	N/A	N/A	N/A	\$7.10		\$2.37		\$9.47	2.79%
Tilt Hopper Monthly Rental	\$42.18	\$1.18		\$43.36	n/a				\$43.36	\$43.36	N/A	N/A	N/A	\$6.50		\$2.17		\$8.67	2.79%
Three Yard Bin Monthly Rental	\$54.08	\$1.51		\$55.59	n/a				\$55.59	\$55.59	N/A	N/A	N/A	\$8.34		\$2.78		\$11.12	2.79%

CITY OF PLACENTIA
EXHIBIT "A" BACK-UP

	(A) Service Fee	+	(B) CPI Adj	=	(C) Adjusted Service Fee [(A)+(B)]	(D) Orange Co. Landfill	+	(E) Landfill Adjustment	=	(F) Adjusted Landfill Cost [(D)+(E)]	(G) Total Rate [(C)+(F)]	(H) Organic Pl 1.35%	(I) Fran Fees	(J) Total Rate Including Organics	(K) Franchise [15% of (G)]	+	(L) Administrative [5% of (G)]	=	(M) Fees Paid to Placentia	Net Percent Rate Change
Industrial Roll-Off Services																				
Permanent Services																				
15-Yard Demo Container	\$962.34		\$10.12		\$372.46	\$201.00		\$4.08		\$285.08	\$577.54	\$7.90	\$1.56	\$586.90	\$88.03		\$29.35		\$117.28	2.52%
15-Yard Demo Container - Clean Inerts	\$329.89		\$9.22		\$339.14	n/a					\$339.14	\$4.58	\$0.92	\$344.64	\$51.70		\$17.23		\$68.93	N/A
30-Yard Drop Off Container	\$342.57		\$9.57		\$352.14	\$107.88		\$3.40		\$170.90	\$523.04	\$7.06	\$1.41	\$531.51	\$79.72		\$26.58		\$106.30	2.54%
30-Yard Container - Green Waste	\$475.46		\$13.28		\$488.74	n/a					\$488.74	\$6.60	\$1.32	\$496.66	\$74.50		\$24.63		\$99.33	N/A
40-Yard Compactor	\$431.37		\$12.02		\$442.39	\$234.85		\$4.76		\$239.26	\$681.65	\$9.20	\$1.84	\$692.70	\$103.91		\$34.63		\$136.54	2.52%
Temporary Services																				
15-Yard Demo Container	\$170.06		\$10.34		\$380.40	\$201.00		\$4.06		\$205.08	\$585.48	\$7.90	\$1.56	\$594.96	\$89.24		\$29.75		\$118.99	2.53%
15-Yard Demo Container - Clean Inerts	\$346.74		\$9.52		\$356.26	n/a					\$356.26	\$4.73	\$0.95	\$365.93	\$53.39		\$17.80		\$71.19	N/A
30-Yard Drop Off Container	\$339.89		\$10.06		\$369.94	\$167.50		\$3.40		\$170.90	\$540.84	\$7.30	\$1.46	\$549.60	\$82.44		\$27.48		\$109.92	2.55%
30-Yard Container - Green Waste	\$480.20		\$13.59		\$493.87	n/a					\$493.87	\$6.75	\$1.35	\$507.97	\$76.19		\$25.40		\$101.59	N/A
Overweight Surcharge p/ton (Actual weight over 8 tons/load)																				
Trash Loads	\$17.00		\$0.49		\$18.09	\$33.50		\$0.68		\$34.18	\$52.27	\$0.71	\$0.14	\$53.12	\$7.96		\$2.66		\$10.62	2.29%
Clean Inerts	\$32.96		\$0.91		\$33.36	n/a					\$33.36	\$0.45	\$0.09	\$33.90	\$5.08		\$1.70		\$6.78	N/A
Clean Green Waste	\$42.89		\$1.19		\$43.68	n/a					\$43.68	\$0.59	\$0.12	\$44.38	\$6.66		\$2.22		\$8.88	N/A
Industrial Special Services																				
Saturday Service - Per Pull	\$34.33		\$0.96		\$35.29	n/a					\$35.29	N/A	N/A	N/A	\$5.30		\$1.76		\$7.06	2.79%
Mandatory Signature Required - Per Pull	\$5.41		\$0.15		\$5.56	n/a					\$5.56	N/A	N/A	N/A	\$0.83		\$0.28		\$1.11	2.78%
Additional Days Temp R/O Per Day	\$13.14		\$0.37		\$13.51	n/a					\$13.51	N/A	N/A	N/A	\$2.02		\$0.68		\$2.70	2.79%
Stand-By Hourly Rate	\$60.25		\$2.30		\$84.55	n/a					\$84.55	N/A	N/A	N/A	\$12.68		\$4.23		\$16.91	2.79%
Relocation/Trip Charge/Dead Run	\$54.09		\$1.51		\$55.59	n/a					\$55.59	N/A	N/A	N/A	\$8.34		\$2.78		\$11.12	2.79%
Packer "Turn-A-Round" Surcharge Per Pull	\$10.92		\$0.30		\$11.12	n/a					\$11.12	N/A	N/A	N/A	\$1.66		\$0.56		\$2.22	2.79%
Heavy-Duty Truck Service - Per Pull	\$379.66		\$10.58		\$389.17	n/a					\$389.17	N/A	N/A	N/A	\$58.37		\$19.46		\$77.83	2.79%
R/O Container Steam Cleaning after 1x/Year	\$108.77		\$3.02		\$111.19	n/a					\$111.19	N/A	N/A	N/A	\$16.68		\$5.56		\$22.24	2.79%
Storage Container Rental / Delivery	\$95.48		\$2.39		\$87.84	n/a					\$87.84	N/A	N/A	N/A	\$13.16		\$4.39		\$17.57	2.79%
Storage Container Return \$10.00 + Per/Mile	\$1.18		\$0.02		\$1.22	n/a					\$1.22	N/A	N/A	N/A	\$0.16		\$0.06		\$0.24	2.79%

**AMENDMENT NO. 8 TO
AMENDED, REVISED AND RESTATED
AGREEMENT FOR SOLID WASTE HANDLING SERVICES BETWEEN
THE CITY OF PLACENTIA AND
REPUBLIC WASTE SERVICES OF SOUTHERN CALIFORNIA, LLC**

This Amendment No. 8 (the "Amendment") is made and entered into effective the 1st day of July 2018, by and between the City of Placentia, a Charter City and Municipal Corporation ("City"), and Republic Waste Services of Southern California, LLC, a wholly owned subsidiary of Republic Services, Inc. a Delaware Limited Liability Company, dba Placentia Disposal for Solid Waste Handling Services (hereinafter "Contractor"). City and Contractor are sometimes hereinafter individually referred to as "Party" and or collectively referred to as the "Parties."

A. Recitals.

(i) Effective July 20, 2010, City and Contractor entered into the "Amended, Revised and Restated Agreement";

(ii) The Agreement has been revised seven times previously, the most recent revision being the Amendment No. 7, which became effective July 1, 2017;

(iii) The California state legislature established requirements for jurisdictions to implement mandatory commercial organics recycling programs through AB 1826 (Chesbro, Chapter 727, Statutes of 2014);

(iv.) AB 1826 set a goal to reduce organics disposal by 50 percent by 2020;

(v) AB 1826 requires cities to implement commercial organics recycling programs designed to divert waste generated by regulated businesses. Jurisdictions' programs must, among other requirements, include "education of, outreach to, and monitoring of, businesses," within their jurisdiction;

(vii) Subsequent to the start of the Agreement, AB 1826 became effective requiring the City and Contractor to revise and add programs to meet additional solids waste compliance requirement of each bill;

(viii) The Agreement does not currently expressly require Contractor to collect organic waste or to provide outreach educational services, but Contractor has expressed its willingness to do so;

(ix) The City and Contractor desire to amend the Franchise Agreement to provide organic waste hauling services and to provide related educational services; and

(x) The City and Contractor desire that the Contractor provide services to cause compliance with AB 1826.

(xi) The Parties now seek to amend the Agreement to provide for increased costs and expenses to be incurred in connection with solid waste handling services for City's residents and commercial, industrial and municipal entities and agencies within the City

(xii) All legal prerequisites to the making of this Amendment have occurred.

NOW, THEREFORE, in consideration of the mutual covenants and conditions set forth herein, the Parties agree as follows: the Agreement is amended as follows:

B. Amendment to Agreement.

1. In all respects as set forth in the Recitals, Part A., above.

2. The following subsections are added to Section 2 of the Agreement, (entitled "Definitions"),:

2.1.1 *AB 1826* means the Organic Waste and Recycling Act of 2014 (Chapter 727, Statutes of 2014 modifying Division 30 of the California Public Resources Code), also commonly referred to as "AB 1826," as amended, supplemented, superseded, and replaced from time to time.

2.19.1. *Food Waste* means all kitchen and table food scraps; animal or vegetable waste that is generated during or results from the storage, preparation, cooking or handling of food stuffs; discarded paper that is contaminated with Food Waste; fruit waste, grain waste, dairy waste, meat, and fish waste, which has been source separated from other Solid Waste. Food Waste is a subset of Organic Waste.

2.25.1. *Green Waste* means leaves, grass clippings, brush, branches, and other forms of organic materials generated from landscapes or gardens, which have been source separated from other Solid Waste. Green Waste is a subset of Organic Waste.

2.26.1 *Organic Waste* has the same meaning as set forth in Public Resources Code section 42649.8 as it may be amended from time to time. On the effective date of this Amendment, Public Resources Code 42649.8(c) provides, "'Organic waste' means food waste, green waste, landscape and pruning waste, nonhazardous wood waste, and food-soiled paper waste that is mixed in with food waste."

2.26.2. *Organic Waste Processing Facility* means a permitted facility where Organic Waste is sorted, mulched or separated for the purposes of recycling, reuse or composting."

3. **Existing section 2.25 (defining Multi-Family Dwelling)** is revised to add the following sentence after the final sentence in section 25.5:

"Notwithstanding the foregoing, the term Multi-Family Dwelling always includes a residential dwelling that consists of five or more units."

4. Section 8.3.5 is added to the Agreement to provide as follows:

“8.3.5 Organic Waste Recycling Program for Commercial Premises and Multi-Family Dwelling Refuse Customers

- (A) Contractor shall be responsible for ensuring that the “City Approved” Organic Waste Commercial Recycling program that Contractor certifies meets the requirements of AB 1826. If AB 1826 is subsequently amended and if such amendment modifies organics program requirements not anticipated by this Agreement, then City and Contractor shall meet and confer regarding such modifications as provided in Section 8.3.4 of the Agreement.
- (B) Contractor shall cause all Organic Waste deposited into any Customer Container to be processed using methods that are approved by the California Department of Resources, Recycling and Recovery (CalRecycle) for diversion credit.
- (C) Contractor shall offer Organic Waste Recycling services to all Commercial Premises and Multi-Family Dwellings and City Facilities.
- (D) Contractor shall offer Organic Waste Recycling services based on the Container size and service frequency as contained in the Rate Schedule in Exhibit 1. The services offered shall allow Customers choose from either a two-cubic yard bin or a 64-gallon cart, and shall allow Customers to choose whether the container(s) should be collected one, two, or three times per week. If CalRecycle determines that mandatory commercial organics service shall be provided to customers on or after January 1, 2020 that subscribe to two-cubic yards or more of solid waste service per week, then Contractor will also offer a 35-gallon cart at the rate identified in Exhibit 1 for customers who generate a small amount of organic waste.
- (E) The method(s) for contacting customers as described in this Amendment, unless otherwise specified, shall be accomplished through means which may include direct mail, email, telephone calls, site visits and/or other methods in Contractor’s discretion, provided that such methods meet the regulatory requirements of CalRecycle.
- (F) If Contractor encounters a contaminated Organic Waste Container, Contractor shall document the contaminated container using a driver on-board system, forward the message to their dispatch personnel and retain photos of the incident. Contractor shall advise the Customer that the Contractor will return the following business day to provide Refuse Collection service for the contaminated Container. Contractor shall contact and provide education materials to the Customer on appropriate items to be placed in the Organic Waste Container. For each instance of a contaminated Organic Waste Container, Customer shall be charged the fee authorized in Exhibit 1.
- (G) Contractor shall identify and targeted outreach to Commercial Premises that create large amounts of Organic Waste, such as hotels, business parks, and Multi-family

Dwelling Customers with significant landscaping waste disposed of in trash container(s). Contractor shall also target Commercial Premises Customers that have food service operations such as restaurants, grocery stores, hospitals, corporate cafes, bakeries, etc.

- (H) If necessary, or if requested by CalRecycle, Contractor shall conduct visual waste audits of Commercial Premises and Multi-Family Dwellings to evaluate the Organic Waste service requirements and service level needs. Contractor shall provide access to training materials to train employees such as servers, food preparers, hospitality and maintenance staff, taking into consideration employee turnover, and shift changes.
- (I) If necessary or if requested by CalRecycle, on an annual basis, Contractor shall conduct Customer surveys and onsite waste assessments of Commercial Premises and Multi-Family Dwelling Customers subject to the requirements of AB 1826 that do not receive Contractor provided Organic Waste Recycling, utilize an in-house program, donate edible foods to a charitable organization or recycle using a third party vendor. Contractor shall provide copies of waste assessments performed each quarter until January 2020 or later if requested by CalRecycle or City and submit copies of all waste assessments as part of the annual report to the City in accordance with Section 4 of this Amendment. If the event a Customer that meets the requirements in AB 1826 refuses Contractor provided Organic Waste Recycling and does not report to the Contractor that they achieve Organic Waste Recycling via in-house, food donations, or through a third party Recycling program that meets the requirement under Applicable Laws, Contractor shall provide to the City information including Customer's name, address and contact information on a City approved template for inclusion with State reporting.
- (J) Contractor, with City support, shall contact and provide in outreach to participating Commercial Premises and Multi-Family Dwelling Customers as follows:
 - i. Initial direct mailing outreach to be performed by Contractor to all Commercial and Multifamily Customers**
 - a. Upon approval of an Organic Waste Collection program by the City, the Contractor will prepare a multi-lingual letter regarding the requirements of AB 1826 for City approval. Upon receipt of City approval, the letter is to be printed using the City's electronic letterhead and mailed or delivered by Contractor to all Commercial and Multi-Family Customers, informing Customers of the Contractor-provided Organic Waste Recycling Program and the requirements for compliance with AB 1826. The letter shall note that participation is mandatory under State law for customers that meet the participation thresholds under AB 1826.
 - ii. Initial Direct Mailing Out of Compliance Outreach to be performed**
Contractor will prepare a letter for City approval and send to all non-compliant customers detailing their non-compliance and annual reporting requirements to CalRecycle. multi-lingual letter regarding the

requirements of AB 1826 for City review. The letter is to be printed using the City's electronic letterhead. Contractor will contact all non-compliant customers identified using the Contractor's database. Contractor will provide the City a list of all non-compliant customers including but not limited to contact person, service and billing addresses, phone number, email, account notes and any information relating to the previous refusal of organics program services to report to CalRecycle.

iii. Annual Outreach to be performed by Contractor

- a. The Contractor, under the guidance of the City, shall contact all customers at under the requirements of AB 1826 (using the methods described in Section 8.3.5, part E), but do not have a CalRecycle approved program in place, and are not in compliance with the requirements set forth in AB 1826.

iv. Ongoing Outreach to be performed by Contractor

- a. Provide ongoing Organic Waste Recycling information to all existing and new Commercial Premises and Multi-family Dwelling Customers including step by step process; guidelines for new employee training; do's and don'ts of separation; signage examples; source reduction suggestions; links to online City programs/resources; Good Samaritan Law definition; information on environmentally preferable purchasing policies; and resource list of sustainability programs and toolkits from trade organizations like the National Restaurant Association and US Composting Council Curb to Compost Toolkit and/or government agencies like the EPA toolkit for Reducing Food Waste and Packaging and FTC Guidelines on compostable and degradable claims.
- b. If necessary or if requested by customers, conduct, comprehensive, in-house, multi-lingual trainings with kitchen and janitorial staff at no additional charge.
- c. Follow-up and monitor to ensure successful participation, which shall include visual audits and additional training when necessary.
- d. Create solutions for the identified challenges and waste stream specifics and provide customers with samples of container options and signage to identify containers.
- e. Connect Customers with food donation programs where applicable (Senate Bill 1383 requires recovery of twenty (20) percent of edible food for human consumption that is currently landfilled by 2025).
- f. Contractor shall produce, keep current, and provide information to the public on AB 1826 and identification of Commercial Premises and Multi-Family Dwelling Customers affected by the legislation.

- g. The information for the Contractor provided Organic Waste Recycling program shall be promoted through Contractor's website, mailers, and brochures, billing inserts, email content, social media, and online announcements.

5. Section 23.21 is added to the Agreement to provide as follows:

“23.2.1. Quarterly Organics Reports. Contractor shall provide to the City on a quarterly basis (until January 2020), and annually thereafter, in a format approved by the City:

(A) The total number of Commercial Premises and Multi-Family Dwelling Customers serviced by the Contractor that meet the thresholds of AB 1826.

(B) The number of these Customers that:

- (1) Subscribe to the Contractor provided Organic Waste Recycling program;
- (2) Recycle Organic Waste via an in-house program;
- (3) Donate edible food to charitable organizations;
- (4) Use a third-party vendor for Organic Waste Recycling; and,
- (5) Are without a known Organic Waste Recycling program.

(C) A list of all contact, surveys and onsite waste assessments performed for customers that are required under State law, but which customers refuse organics service or refuse onsite waste assessments.

(D) Contact information for Commercial Premises and Multi-Family Dwellings Customers (as available in the Contractor's database) that do not currently have an Organic Waste Recycling program.

(E) All the reports provided shall include documentation which supports the information provided in the report.”

6. Section 24 of the Agreement is hereby amended to add the following provisions:

“24.7 Organic Waste Recycling Compensation Adjustment

(A) To fund the Organic Waste Recycling program, Contractor shall receive a rate adjustment to existing Commercial and Industrial Solid Waste rates of 2.7% to be phased-in with two equal increments of 1.35% each as follows: beginning July 1, 2018, the Contractor is entitled to a one-time rate increase of 1.35% for Commercial and Industrial rates in addition to the annual rate adjustment per Section 24 of the Agreement. Contractor shall also receive an adjustment of 1.35% to Commercial and Industrial rates on January 1, 2019 in addition to the annual rate adjustment per Section 24 of the Agreement. The sector-wide increase will also be adjusted to include application of the City's Franchise Fee and administrative fee. Contractor shall offer Organic Waste Recycling in accordance with the rates set forth in the “Approved Contractor Rate Schedule” or as may be adjusted under the terms of this Agreement.

The parties acknowledge that effective July 1, 2019 and annually thereafter, Commercial and Industrial rates will be adjusted for changes in the Organics Waste disposal/processing fee per ton based on the formula in Exhibit 2 - Organic Waste Processing Component Adjustment, except that such formula will not be applied in any year that the Rate Adjustment Rebalancing Formula is applied in accordance with subsection (C) and (D) of Section 24.7 of this Agreement.

- (B) Effective July 1, 2022, the Organic Waste Collection rate increases previously granted will be adjusted based on the Rate Adjustment Rebalancing Formula in Exhibit 3 to reflect the actual level of participation in the program. Contractor will provide for City review all data and documentation requested by the City supporting the number of units (tons, hours, container count) and related calculations in Exhibit 3. Such data shall include any allocation methods used to allocate tons or hours to the City from shared organics collection routes in other cities.

If the actual number of tons for the Organic Waste collected under this program in calendar year 2019 exceeds the tonnage threshold of 711 tons, then the rebalancing calculation may be performed effective July 1, 2020 upon Contractor's written request, if received by the City prior to February 1, 2020, and will be performed again effective July 1, 2021 and July 1, 2022. The rebalancing procedure will not be performed again after July 1, 2022.

- (C) The processing cost per ton to be used in Exhibit 2 and Exhibit 3 is based on the tipping fee at the third party's CORE Organic Waste Processing Facility in the City of Orange. If Contractor develops its own Organic Waste Processing Facility and proposes to use it for processing Organic Waste generated in the City, and provided that Contractor's facility is competitive with market rates, City and Contractor shall meet and attempt to negotiate in good faith an adjustment to the processing cost per ton that reflects the proposed facility's costs, and a method of adjusting the processing cost per ton."

7. Contractor shall continue to provide solid waste handling services for City's residents and commercial, industrial and municipal entities and agencies within the City in accordance with the Agreement.

8. The "Approved Contractor Rate Schedule" in Exhibit A of the Agreement is hereby amended to include the refuse/organics collection rates shown in Exhibit 1.

9. Exhibit "A" of the Agreement hereby is amended to reflect the rates and charges permitted to be charged by Contractor during the 2018-19 Fiscal Year as set forth in Exhibit "A" hereto captioned "City of Placentia Rate Summary – Effective July 1, 2018."

10. Exhibit 2 Organics Waste Processing Component Adjustment is added.

11. Exhibit 3 Rebalancing Mechanism is added.

12. Exhibit 4 Documentation of the Rebalancing Adjustment Factor is added.

13. Except as specifically modified herein, all of the terms, conditions and provisions of the Agreement shall remain in full force and effect.

14. The Agreement, all amendments together with this Amendment No.8 and all Exhibits attached thereto, constitutes the entire Agreement between the Parties and supersedes all prior negotiations, arrangements, representations, and understandings, if any, made by or between the Parties with respect to the subject matter hereof. No amendment or other modification of the Agreement, as modified by this Amendment No. 8 shall be binding unless executed in writing by both Parties hereto, or their respective successors, assigns, or grantees.

15. Each of the undersigned represents and warrants that he or she is duly authorized to execute and deliver this Amendment No. 8 and that such execution is binding upon the entity for which he or she is executing this document.

IN WITNESS WHEREOF, the Parties have caused Amendment No. 8 to the Agreement are to be executed as of the day and year first above written.

CONTRACTOR

CITY OF PLACENTIA

By: _____
Dan Capener, General Manager

By: _____
Chad P. Wanke, Mayor

ATTEST: _____
Patrick J. Melia, City Clerk

APPROVED AS TO FORM:

By: _____
Christian L. Bettenhausen, City Attorney

**CITY OF PLACENTIA EXHIBIT "A"
RATE SUMMARY - EFFECTIVE JULY 1, 2018**

	Service Fee	Landfill	Organics	Adjusted Rate	Current Rate	Change	% Change
Residential							
Single Family	\$21.43	\$3.20		\$24.63	\$23.99	\$0.64	2.68%
Additional Containers							
Black "Trash" Container	\$5.64	\$3.20		\$8.84	\$8.62	\$0.21	2.47%
Brown "Yard Waste" Container	\$4.89	n/a		\$4.89	\$4.76	\$0.13	2.79%
Green "Recycling" Container	\$0.00	n/a		\$0.00	\$0.00	\$0.00	0.00%
Pull Out Service							
Extra Dump - All Three Containers	\$24.46	n/a		\$24.46	\$23.80	\$0.66	2.79%
Exchange of All Three Containers	\$37.83	n/a		\$37.83	\$36.80	\$1.03	2.79%
Container Replacement - M/ause	\$66.93	n/a		\$66.93	\$65.11	\$1.82	2.79%
Bulky Item Collection							
Additional Pick-ups over 3x p/Year	\$47.34	n/a		\$47.34	\$46.05	\$1.29	2.79%
Charge for Each Item over 10	\$6.76	n/a		\$6.76	\$6.58	\$0.18	2.79%
Additional Gas Recovery Fee	\$47.34	n/a		\$47.34	\$46.05	\$1.29	2.79%
Temp Three Yard Container							
3 Days + Dump	\$87.52	\$5.66		\$93.18	\$90.69	\$2.49	2.74%
Each Additional Day Rental	\$7.15	n/a		\$7.15	\$6.96	\$0.19	2.79%
Commercial							
Commercial Barrel (Each)							
1 x p/wk (Max of Four)				\$45.00	\$24.12	\$20.88	88.55%
Two Yard Containers							
One Pick-up Only	\$112.69	\$16.39	\$2.09	\$131.17	\$125.68	\$5.48	4.38%
Non-Scheduled Pick-up	\$53.81	\$3.79	\$0.93	\$58.33	\$56.86	\$2.47	4.42%
Three Yard Containers							
First Pick-up	\$140.98	\$24.56	\$2.68	\$168.20	\$161.19	\$7.00	4.34%
Each Additional Pick-up Freq.	\$78.16	\$24.56	\$1.63	\$102.35	\$96.15	\$4.19	4.27%
Non-Scheduled Pick-up	\$65.90	\$5.66	\$1.16	\$72.72	\$69.67	\$3.06	4.39%
Three Yard Manure Containers							
First Pick-up	\$140.98	\$36.98	\$2.88	\$180.83	\$173.37	\$7.45	4.30%
Each Additional Pick-up Freq.	\$78.16	\$36.98	\$1.83	\$114.98	\$110.33	\$4.64	4.21%
Non-Scheduled Pick-up	\$65.89	\$5.66	\$1.16	\$72.71	\$69.65	\$3.06	4.39%
Three Yard Compactors							
First Pick-up	\$173.92	\$60.62	\$3.80	\$238.34	\$228.60	\$9.74	4.26%
Each Additional Pick-up Freq.	\$109.33	\$60.62	\$2.75	\$172.71	\$165.77	\$6.93	4.18%
Non-Scheduled Pick-up	\$100.14	\$13.99	\$1.85	\$115.98	\$111.13	\$4.85	4.37%
Four Yard Containers							
First Pick-up	\$155.07	\$33.13	\$3.05	\$191.24	\$183.32	\$7.92	4.32%
Each Additional Pick-up Freq.	\$83.79	\$33.13	\$1.89	\$118.81	\$113.98	\$4.83	4.24%
Non-Scheduled Pick-up	\$72.48	\$7.64	\$1.30	\$81.42	\$78.01	\$3.41	4.38%
Six Yard Containers							
First Pick-up	\$162.11	\$49.12	\$3.42	\$214.65	\$205.94	\$8.81	4.28%
Each Additional Pick-up Freq.	\$87.59	\$49.12	\$2.21	\$138.93	\$133.35	\$5.58	4.18%
Non-Scheduled Pick-up	\$75.80	\$11.34	\$1.41	\$88.55	\$84.84	\$3.70	4.36%
Three Yard Construction Bins							
First Pick-up	\$183.69	\$24.95	\$3.38	\$212.02	\$203.15	\$8.87	4.37%
Each Additional Pick-up Freq.	\$69.66	\$24.55	\$1.85	\$116.08	\$111.30	\$4.78	4.29%
Non-Scheduled Pick-up	\$65.90	\$5.66	\$1.16	\$72.72	\$69.67	\$3.06	4.39%

CITY OF PLACENTIA EXHIBIT "A"
RATE SUMMARY - EFFECTIVE JULY 1, 2017

	Service Fee	Landfill	Organics	Total Rate	Current Rate	Change	% Change
<u>Commercial Continued</u>							
Three Yard "Recycle" Bins							
First Pick-up	\$140.96	n/a	\$2.28	\$143.25	\$137.13	\$8.12	4.46%
Each Additional Pick-up Freq.	\$76.16	n/a	\$1.23	\$77.40	\$74.09	\$3.30	4.46%
Non-Scheduled Pick-up	\$65.90	n/a	\$1.07	\$68.97	\$64.11	\$2.86	4.46%
Contaminated Bin (Trash)	\$140.96	n/a	\$2.28	\$143.25	\$137.13	\$8.12	4.46%
Pull Out Service							
First Pick-up	\$57.28	n/a		\$57.28	\$55.72	\$1.58	2.79%
Each Additional Pick up Freq	\$57.28	n/a		\$57.28	\$55.72	\$1.58	2.79%
Non-Scheduled Pick up	\$57.28	n/a		\$57.28	\$55.72	\$1.58	2.79%
Surcharge - Sunday Service	\$13.15	n/a		\$13.15	\$12.79	\$0.36	2.79%
Bin Exchange after One-Time p/Year	\$83.39	n/a		\$83.39	\$81.13	\$2.27	2.78%
Redelivery of Bin(s) - Non-Payment	\$84.55	n/a		\$84.55	\$82.25	\$2.30	2.79%
Locking Latch Bins							
Set-up One Time Cost	\$100.34	n/a		\$100.34	\$97.61	\$2.73	2.78%
Monthly Maintenance Fee p/Tip Freq.	\$2.23	n/a		\$2.23	\$2.17	\$0.08	2.78%
Special Access / Code or Key Fee	\$11.12	n/a		\$11.12	\$10.82	\$0.30	2.79%
Container Steam Cleaning after 1x p/Year	\$107.10	n/a		\$107.10	\$104.19	\$2.91	2.79%
Clean-Up & Disposal "Over the Top"	\$38.93	n/a		\$38.93	\$37.87	\$1.08	2.79%
Commercial Bulky-Item Pick-ups							
Basic Charge - Two Items	\$47.35	n/a		\$47.35	\$46.08	\$1.29	2.79%
Charge for Each Item over Two	\$8.78	n/a		\$8.78	\$6.58	\$0.18	2.79%
Additional Fee Gas Recovery	\$47.35	n/a		\$47.35	\$46.08	\$1.29	2.79%
<u>Industrial Roll-Off Services</u>							
<u>Permanent Services</u>							
15-Yard Demo Container	\$372.48	\$205.08	\$9.38	\$586.90	\$563.34	\$23.56	4.18%
15-Yard Demo Container - Clean Inerts	\$339.14	n/a	\$5.49	\$344.64	\$329.93	\$14.71	4.46%
30-Yard Drop Off Container	\$352.14	\$170.90	\$0.00	\$523.04	\$510.07	\$12.97	2.54%
30-Yard Container - Green Waste	\$488.74	n/a	\$8.47	\$497.22	\$475.46	\$21.76	4.58%
40-Yard Compactor	\$442.39	\$239.20	\$7.92	\$689.57	\$684.87	\$24.70	3.72%
<u>Temporary Services</u>							
15-Yard Demo Container	\$380.40	\$206.08	\$9.48	\$594.96	\$571.06	\$23.90	4.19%
15-Yard Demo Container - Clean Inerts	\$350.26	n/a	\$5.67	\$355.93	\$340.74	\$15.19	4.46%
30-Yard Drop Off Container	\$369.94	\$170.90	\$8.78	\$549.60	\$527.39	\$22.22	4.21%
30-Yard Container - Green Waste	\$499.87	n/a	\$8.10	\$507.97	\$486.28	\$21.68	4.46%
Overweight Surcharge p/Ton (Actual Weight over 8 Tons)							
Trash Loads	\$18.09	\$34.18	\$0.85	\$53.12	\$51.10	\$2.02	3.95%
Clean Inerts	\$33.36	n/a	\$0.54	\$33.90	\$32.46	\$1.45	4.46%
Green Waste	\$43.88	n/a	\$0.71	\$44.38	\$42.49	\$1.89	4.46%
Saturday Service - Per Pull	\$35.29	n/a		\$35.29	\$34.33	\$0.98	2.79%
Mandatory Signature Required - Per Pull	\$5.56	n/a		\$5.56	\$5.41	\$0.15	2.79%
Additional Days - Temp R/O Per Day	\$13.51	n/a		\$13.51	\$13.14	\$0.37	2.79%
Stand-By Hourly Rate	\$84.55	n/a		\$84.55	\$82.25	\$2.30	2.79%
Heavy-Duty Truck Service - Per Pull	\$389.17	n/a		\$389.17	\$378.60	\$10.58	2.78%
R/O Container Steam Cleaning after 1x/Year	\$111.19	n/a		\$111.19	\$108.17	\$3.02	2.79%
Storage Container Rental / Delivery p/Mo.	\$87.84	n/a		\$87.84	\$85.45	\$2.39	2.79%
Storage Container Return - Per Mile	\$1.22	n/a		\$1.22	\$1.19	\$0.03	2.79%

CITY OF PLACENTIA
EXHIBIT "A" BACK-UP

JULY 1, 2018 ADJUSTED RATES

348,346 Local CPI-U [12 Months Annual 2016]
356,210 Local CPI-U [12 Months Annual 2017]
2.76% Local CPI-U Change (Adjustment in (B))

Estimated for Annual CPI, normally this should be January

\$33.50 Orange County Gate Fee July 2017
\$34.18 Orange County Gate Fee July 2018
2.03% Orange County Gate Fee Change (Adjustment in (E))

	(A) Service Fee	(B) CPI Adj.	=	(C) Adjusted Service Fee [(A)+(B)]	(D) Orange Co. Landfill	+	(E) Landfill Adjustment	=	(F) Adjusted Landfill Cost [(D)+(E)]	(G) Current Rate [(C)+(F)]	(H) Organic Pl 1.36%	(I) Fran Fees	(J) Total Rate Including Organics	(K) Franchise [15% of (J)]	+	(L) Administrative [5% of (J)]	=	(M) Fees Paid to Placentia	Net Percent Rate Change
Residential																			
Single Family	\$23.85	\$0.56		\$24.41	\$3.14		\$0.06		\$3.20	\$24.63	N/A	N/A	\$24.63	\$3.70		\$1.23		\$4.93	2.69%
Additional Containers																			
Black "Trash" Container	\$5.48	\$0.15		\$5.64	\$3.14		\$0.06		\$3.20	\$8.84	N/A	N/A	\$8.84	\$1.33		\$0.44		\$1.77	2.52%
Brown "Yard Waste" Container	\$4.76	\$0.13		\$4.89	n/a					\$4.89	N/A	N/A	\$4.89	\$0.74		\$0.24		\$0.98	2.79%
Green "Recycling" Container	\$0.00	\$0.00		\$0.00	n/a					\$0.00	N/A	N/A	\$0.00	\$0.00		\$0.00		\$0.00	0.00%
Residential Special Services																			
Residential Roll-Out Service	\$11.20	\$0.31		\$11.52	n/a					\$11.52	N/A	N/A	\$11.52	\$1.72		\$0.58		\$2.30	2.75%
Extra Dump - All 3 Containers	\$24.00	\$0.66		\$24.66	n/a					\$24.66	N/A	N/A	\$24.66	\$3.67		\$1.22		\$4.89	2.79%
Exchange of All 3 Containers	\$36.60	\$1.03		\$37.63	n/a					\$37.63	N/A	N/A	\$37.63	\$5.63		\$1.89		\$7.57	2.79%
Container Replacement - Misuse	\$55.11	\$1.82		\$56.93	n/a					\$56.93	N/A	N/A	\$56.93	\$10.04		\$3.35		\$13.39	2.79%
Residential Bulky-Item Pick-ups																			
Additional Pick-ups over 3x p/Year	\$46.05	\$1.29		\$47.34	n/a					\$47.34	N/A	N/A	\$47.34	\$7.10		\$2.37		\$9.47	2.79%
Charge for each item over 10'	\$6.58	\$0.18		\$6.76	n/a					\$6.76	N/A	N/A	\$6.76	\$1.01		\$0.34		\$1.35	2.79%
Additional Fee Gas Recovery	\$46.95	\$1.29		\$47.34	n/a					\$47.34	N/A	N/A	\$47.34	\$7.10		\$2.37		\$9.47	2.79%
Three Yard Containers																			
3 Days - Dump	\$65.14	\$2.38		\$67.52	\$3.55		\$0.11		\$5.85	\$93.18	N/A	N/A	\$93.18	\$13.98		\$4.66		\$18.54	2.75%
Each Additional Day	\$8.00	\$0.19		\$7.15	n/a					\$7.15	N/A	N/A	\$7.15	\$1.07		\$0.36		\$1.43	2.79%

CITY OF PLACENTIA
EXHIBIT "A" BACK-UP

	(A) Service Fee	(B) CPI Adj.	=	(C) Adjusted Service Fee [(A)+(B)]	(D) Orange Co. Landfill	+	(E) Landfill Adjustment	=	(F) Adjusted Landfill Cost [(D)+(E)]	(G) Total Rate [(C)+(F)]	(H) Organic PI 1.35%	(I) Fran Fees	(J) Total Rate Including Organics	(K) Franchise [15% of (G)]	+	(L) Administrative [5% of (G)]	=	(M) Fees Paid to Placentia	Net Percent Rate Change
Commercial																			
Commercial Barrel (Each)																			
1 x p/wk (Max of Three)	\$18.33	\$0.51	=	\$18.83	\$5.80	+	\$0.12	=	\$5.92	\$24.75	\$41.63	\$3.37	\$45.00	\$7.76	+	\$1.24	=	\$9.00	2.61%
Each Additional Pick-up Freq.(Max 3 X)	\$18.33	\$0.51	=	\$18.83	\$5.80	+	\$0.12	=	\$5.92	\$24.75	\$41.63	\$3.37	\$45.00	\$7.76	+	\$1.24	=	\$9.00	2.61%
Two Yard Containers																			
One Pick-up Only	\$109.63	\$3.06	=	\$112.69	\$19.06	+	\$0.33	=	\$19.39	\$129.08	\$1.74	\$0.35	\$131.17	\$19.67	+	\$6.56	=	\$26.23	2.70%
Each Additional Pick-up Freq.(Max 3 X)	\$67.20	\$1.60	=	\$68.86	\$9.86	+	\$0.33	=	\$10.19	\$76.25	\$1.02	\$0.20	\$76.47	\$11.47	+	\$3.82	=	\$15.29	2.63%
Non-Scheduled Pick-up	\$62.15	\$1.46	=	\$63.61	\$3.71	+	\$0.08	=	\$3.79	\$67.40	\$0.77	\$0.15	\$68.33	\$8.75	+	\$2.92	=	\$11.67	2.74%
Three Yard Containers																			
First Pick-up	\$137.13	\$3.83	=	\$140.96	\$24.06	+	\$0.49	=	\$24.55	\$165.51	\$2.23	\$0.45	\$168.20	\$25.23	+	\$8.41	=	\$33.64	2.88%
Each Additional Pick-up Freq.	\$74.09	\$2.07	=	\$76.16	\$4.06	+	\$0.49	=	\$4.55	\$100.71	\$1.36	\$0.27	\$102.35	\$15.36	+	\$5.12	=	\$20.47	2.81%
Non-Scheduled Pick-up	\$64.11	\$1.79	=	\$65.90	\$5.55	+	\$0.11	=	\$5.66	\$71.56	\$0.97	\$0.19	\$72.72	\$10.90	+	\$3.64	=	\$14.54	2.73%
Three Yard Manure Containers																			
First Pick-up	\$137.13	\$3.83	=	\$140.96	\$26.24	+	\$0.74	=	\$26.98	\$177.94	\$2.40	\$0.48	\$180.83	\$27.13	+	\$9.04	=	\$36.17	2.83%
Each Additional Pick-up Freq.	\$74.09	\$2.07	=	\$76.16	\$8.24	+	\$0.74	=	\$8.98	\$113.14	\$1.53	\$0.31	\$114.98	\$17.25	+	\$5.75	=	\$23.00	2.54%
Non-Scheduled Pick-up	\$64.11	\$1.79	=	\$65.90	\$5.55	+	\$0.11	=	\$5.66	\$71.55	\$0.97	\$0.19	\$72.71	\$10.90	+	\$3.64	=	\$14.54	2.73%
Three Yard Compactors																			
First Pick-up	\$166.19	\$4.73	=	\$170.92	\$59.41	+	\$1.21	=	\$60.62	\$234.54	\$3.17	\$0.53	\$238.34	\$35.75	+	\$11.92	=	\$47.67	2.80%
Each Additional Pick-up Freq.	\$106.38	\$2.97	=	\$109.33	\$9.41	+	\$1.21	=	\$10.62	\$169.95	\$2.29	\$0.46	\$172.71	\$25.90	+	\$8.64	=	\$34.54	2.52%
Non-Scheduled Pick-up	\$37.42	\$2.72	=	\$100.14	\$13.71	+	\$0.28	=	\$13.99	\$114.13	\$1.54	\$0.31	\$115.98	\$17.40	+	\$5.80	=	\$23.20	2.70%
Four Yard Containers																			
First Pick-up	\$166.65	\$4.21	=	\$170.87	\$32.47	+	\$0.66	=	\$33.13	\$199.20	\$2.54	\$0.51	\$199.24	\$28.69	+	\$9.56	=	\$38.25	2.86%
Each Additional Pick-up Freq.	\$81.31	\$2.26	=	\$83.79	\$32.47	+	\$0.66	=	\$33.13	\$115.92	\$1.58	\$0.32	\$118.81	\$17.82	+	\$5.94	=	\$23.76	2.58%
Non-Scheduled Pick-up	\$70.51	\$1.97	=	\$72.48	\$7.49	+	\$0.15	=	\$7.64	\$80.12	\$1.08	\$0.22	\$81.42	\$12.21	+	\$4.07	=	\$16.28	2.72%
Six Yard Containers																			
First Pick-up	\$167.70	\$4.41	=	\$162.11	\$43.14	+	\$0.98	=	\$49.12	\$211.23	\$2.85	\$0.67	\$214.65	\$32.20	+	\$10.72	=	\$42.93	2.62%
Each Additional Pick-up Freq.	\$85.21	\$2.38	=	\$87.59	\$48.14	+	\$0.98	=	\$49.12	\$135.71	\$1.85	\$0.37	\$138.93	\$20.84	+	\$6.95	=	\$27.79	2.52%
Non-Scheduled Pick-up	\$73.74	\$2.08	=	\$75.80	\$11.11	+	\$0.23	=	\$11.34	\$87.14	\$1.18	\$0.24	\$88.55	\$13.28	+	\$4.43	=	\$17.71	2.89%

CITY OF PLACENTIA
EXHIBIT "A" BACK-UP

	(A) Service Fee	(B) CPI Adj.	=	(C) Adjusted Service Fee [(A)+(B)]	(D) Orange Co. Landfill	+	(E) Landfill Adjustment	=	(F) Adjusted Landfill Cost [(D)+(E)]	(G) Total Rate [(C)+(F)]	(H) Organic Pf 1.25%	(I) Fran Fees	(J) Total Rate Including Organics	(K) Franchise (15% of (G))	+	(L) Administrative [5% of (G)]	=	(M) Fees Paid to Placentia	Net Percent Rate Change
Commercial																			
Three Yard Construction Bin																			
First Pick-up	\$178.70	\$4.99		\$183.69	\$24.45		\$0.50		\$24.95	\$208.64	\$2.82	\$0.56	\$212.02	\$31.80		\$10.60		\$42.40	2.70%
Each Additional Pick-up Freq.	\$37.24	\$2.44		\$39.68	\$24.06		\$0.49		\$24.55	\$114.23	\$1.54	\$0.31	\$116.08	\$17.42		\$5.80		\$23.22	2.63%
Non-Scheduled Pick-up	\$64.11	\$1.79		\$65.90	\$6.55		\$0.11		\$6.66	\$71.56	\$0.97	\$0.19	\$72.72	\$10.80		\$3.64		\$14.54	2.73%
Temp Three Yard Container - Non Profit 3 Days + Dump	\$79.82	\$2.23		\$82.05	\$5.58		\$0.11		\$5.66	\$87.71	\$1.18	\$0.24	\$89.13	\$13.37		\$4.46		\$17.83	2.74%
Each Additional Day	\$6.75	\$0.19		\$6.94	n/a					\$6.94	N/A	N/A	N/A	\$1.04		\$0.35		\$1.39	2.79%
Commercial Recycle Containers																			
Three Yard "Recycle" Containers																			
First Pick-up	\$137.13	\$3.83		\$140.96	n/a					\$140.96	\$1.90	\$0.38	\$143.25	\$21.49		\$7.16		\$28.65	N/A
Each Additional Pick-up Freq.	\$74.89	\$2.07		\$76.16	n/a					\$76.16	\$1.03	\$0.21	\$77.40	\$11.61		\$3.87		\$15.48	N/A
Non-Scheduled Pick-up	\$64.11	\$1.79		\$65.30	n/a					\$65.30	\$0.89	\$0.18	\$66.97	\$10.04		\$3.35		\$13.39	N/A
Contaminated Bin (Trash)	\$107.13	\$3.83		\$140.96	n/a					\$140.96	\$1.90	\$0.38	\$143.25	\$21.49		\$7.16		\$28.65	N/A
Commercial Special Services																			
Pull Out Service																			
First Pick-up	\$57.72	\$1.56		\$57.28	n/a					\$57.28	N/A	N/A	N/A	\$8.60		\$2.86		\$11.46	2.79%
Each Additional Pick up Freq.	\$57.72	\$1.56		\$57.28	n/a					\$57.28	N/A	N/A	N/A	\$8.60		\$2.86		\$11.46	2.79%
Non-Scheduled Pick up	\$57.72	\$1.56		\$57.28	n/a					\$57.28	N/A	N/A	N/A	\$8.60		\$2.86		\$11.46	2.79%
Surcharge - Sunday Service	\$12.79	\$0.36		\$13.15	n/a					\$13.15	N/A	N/A	N/A	\$1.97		\$0.66		\$2.63	2.79%
Bin Exchange after One-Time p/Year	\$83.13	\$2.27		\$83.39	n/a					\$83.39	N/A	N/A	N/A	\$12.51		\$4.17		\$16.68	2.79%
Redelivery of Bin(s) - Non Payment	\$84.55	\$2.30		\$84.55	n/a					\$84.55	N/A	N/A	N/A	\$12.68		\$4.23		\$16.91	2.79%
Locking Latch Bins																			
Set-Up Cost	\$97.61	\$2.73		\$100.34	n/a					\$100.34	N/A	N/A	N/A	\$15.05		\$5.02		\$20.07	2.78%
Monthly Maintenance Fee P/Up Freq.	\$2.17	\$0.06		\$2.23	n/a					\$2.23	N/A	N/A	N/A	\$0.34		\$0.11		\$0.45	2.79%
Special Access / Code or Key Fee	\$10.82	\$0.30		\$11.12	n/a					\$11.12	N/A	N/A	N/A	\$1.66		\$0.56		\$2.22	2.76%
Container Steam Cleaning after 1x/Year	\$107.10	\$2.91		\$107.10	n/a					\$107.10	N/A	N/A	N/A	\$16.06		\$5.36		\$21.42	2.79%
Clean-Up/Disposal "Over the Top"	\$38.93	\$1.06		\$38.93	n/a					\$38.93	N/A	N/A	N/A	\$5.84		\$1.95		\$7.79	2.79%
Commercial Bulky-Item Pick-ups																			
Basic Charge - Two Items	\$47.35	\$1.29		\$47.35	n/a					\$47.35	N/A	N/A	N/A	\$7.10		\$2.37		\$9.47	2.79%
Charge for each item over Two	\$6.78	\$0.18		\$6.78	n/a					\$6.78	N/A	N/A	N/A	\$1.01		\$0.34		\$1.35	2.79%
Additional Fee Gas Recovery	\$47.35	\$1.29		\$47.35	n/a					\$47.35	N/A	N/A	N/A	\$7.10		\$2.37		\$9.47	2.79%
Tilt Hopper Monthly Rental	\$43.36	\$1.18		\$43.36	n/a					\$43.36	N/A	N/A	N/A	\$6.50		\$2.17		\$8.67	2.76%
Three Yard Bin Monthly Rental	\$55.59	\$1.51		\$55.59	n/a					\$55.59	N/A	N/A	N/A	\$8.34		\$2.76		\$11.12	2.79%

CITY OF PLACENTIA
EXHIBIT "A" BACK-UP

	(A) Service Fee	(B) CPI Adj.	=	(C) Adjusted Service Fee [(A)+(B)]	(D) Orange Co Landfill	+	(E) Landfill Adjustment	=	(F) Adjusted Landfill Cost [(D)+(E)]	(G) Total Rate [(C)+(F)]	(H) Organic PF 1.25%	(I) Fran Fees	(J) Total Rate Including Organics	(K) Franchise [15% of (G)]	+	(L) Administrative [5% of (G)]	=	(M) Fees Paid to Placentia	Net Percent Rate Change
Industrial Roll-Off Services																			
Permanent Services																			
15-Yard Demo Container	\$362.34	\$10.12	=	\$372.46	\$201.00	+	\$4.08	=	\$205.08	\$577.54	\$7.80	\$1.58	\$586.90	\$88.03		\$29.35	=	\$117.38	2.52%
15-Yard Demo Container - Clean Inerts	\$329.05	\$9.22	=	\$338.27	n/a	+	n/a	=	n/a	\$338.27	\$4.58	\$0.92	\$344.64	\$51.70		\$17.23	=	\$68.33	N/A
30-Yard Drop Off Container	\$342.57	\$9.57	=	\$352.14	\$167.50	+	\$3.40	=	\$170.90	\$523.04	\$7.06	\$1.41	\$531.51	\$79.72		\$26.58	=	\$108.30	2.54%
30-Yard Container - Green Waste	\$475.46	\$13.28	=	\$488.74	n/a	+	n/a	=	n/a	\$488.74	\$6.60	\$1.32	\$495.66	\$74.50		\$24.83	=	\$98.33	N/A
40-Yard Compactor	\$483.97	\$12.02	=	\$495.99	\$234.50	+	\$4.76	=	\$239.26	\$681.65	\$9.20	\$1.84	\$692.70	\$103.91		\$34.63	=	\$138.54	2.52%
Temporary Services																			
15-Yard Demo Container	\$370.06	\$10.34	=	\$380.40	\$201.00	+	\$4.08	=	\$205.08	\$585.48	\$7.90	\$1.58	\$594.96	\$89.24		\$29.75	=	\$118.99	2.53%
15-Yard Demo Container - Clean Inerts	\$340.74	\$9.52	=	\$350.26	n/a	+	n/a	=	n/a	\$350.26	\$4.73	\$0.95	\$355.93	\$53.39		\$17.80	=	\$71.19	N/A
30-Yard Drop Off Container	\$359.99	\$10.06	=	\$369.94	\$167.50	+	\$3.40	=	\$170.90	\$540.84	\$7.30	\$1.46	\$549.60	\$82.44		\$27.48	=	\$109.92	2.55%
30-Yard Container - Green Waste	\$486.29	\$13.59	=	\$499.87	n/a	+	n/a	=	n/a	\$499.87	\$6.75	\$1.35	\$507.97	\$76.19		\$25.40	=	\$101.59	N/A
Overweight Surcharge (per ton) (Actual weight over 8 tons/load)			=			+		=									=		
Trash Loads	\$17.90	\$0.49	=	\$18.09	\$33.50	+	\$0.68	=	\$34.18	\$52.27	\$0.71	\$0.14	\$53.12	\$7.96		\$2.65	=	\$10.62	2.28%
Clean Inerts	\$32.46	\$0.91	=	\$33.36	n/a	+	n/a	=	n/a	\$33.36	\$0.45	\$0.09	\$33.90	\$5.08		\$1.70	=	\$8.78	N/A
Clean Green Waste	\$42.48	\$1.19	=	\$43.68	n/a	+	n/a	=	n/a	\$43.68	\$0.55	\$0.12	\$44.38	\$6.66		\$2.22	=	\$8.88	N/A
Industrial Special Services																			
Saturday Service - Per Pull	\$34.93	\$0.96	=	\$35.29	n/a	+	n/a	=	n/a	\$35.29	N/A	N/A	N/A	\$5.30		\$1.76	=	\$7.06	2.79%
Mandatory Signature Required - Per Pull	\$5.41	\$0.15	=	\$5.56	n/a	+	n/a	=	n/a	\$5.56	N/A	N/A	N/A	\$0.83		\$0.28	=	\$1.11	2.79%
Additional Days Temp R/O Per Day	\$13.14	\$0.37	=	\$13.51	n/a	+	n/a	=	n/a	\$13.51	N/A	N/A	N/A	\$2.02		\$0.68	=	\$2.70	2.79%
Stand-By Hourly Rate	\$82.23	\$2.30	=	\$84.55	n/a	+	n/a	=	n/a	\$84.55	N/A	N/A	N/A	\$12.68		\$4.23	=	\$16.91	2.79%
Relocation/Trip Charge/Dead Run	\$54.08	\$1.51	=	\$55.59	n/a	+	n/a	=	n/a	\$55.59	N/A	N/A	N/A	\$8.34		\$2.78	=	\$11.12	2.79%
Packer "Turn-A-Round" Surcharge Per Pull	\$10.80	\$0.30	=	\$11.12	n/a	+	n/a	=	n/a	\$11.12	N/A	N/A	N/A	\$1.68		\$0.56	=	\$2.22	2.76%
Heavy-Duty Truck Service - Per Pull	\$378.80	\$10.58	=	\$389.37	n/a	+	n/a	=	n/a	\$389.37	N/A	N/A	N/A	\$56.37		\$19.46	=	\$77.83	2.79%
R/O Container Steam Cleaning after 1st Year	\$108.17	\$3.02	=	\$111.19	n/a	+	n/a	=	n/a	\$111.19	N/A	N/A	N/A	\$16.68		\$5.56	=	\$22.24	2.79%
Storage Container Rental / Delivery	\$87.40	\$2.39	=	\$87.84	n/a	+	n/a	=	n/a	\$87.84	N/A	N/A	N/A	\$13.18		\$4.39	=	\$17.57	2.79%
Storage Container Return \$10.00 + Per/Mile	\$1.18	\$0.03	=	\$1.22	n/a	+	n/a	=	n/a	\$1.22	N/A	N/A	N/A	\$0.18		\$0.06	=	\$0.24	2.79%

EXHIBIT 1
Refuse and Organic Collection Rates

CITY OF PLACENTIA				
Container Size	Monthly Rate based on Collection Frequency			Organics Container Contamination Fee per Occurrence
	1x	2x	3x	
2 Cubic Yard Bin - Refuse or Organics ⁽¹⁾	\$ 125.68	\$ 200.93	\$ 276.17	\$ 100.00
64 Gallon Organics Cart ⁽²⁾	\$ 45.00	\$ 90.00	\$ 135.00	\$ 50.00
35 Gallon Organics Cart ⁽³⁾	See footnote #3 below.			

Footnotes:

⁽¹⁾ Bin rates have not been adjusted yet to include the commercial and industrial sector-wide rate increase due to Organic Waste program implementation, and the annual rate adjustment due July 1, 2018.

⁽²⁾ 64-Gallon organics cart rate effective July 1, 2018. Not subject to July 1, 2018 annual rate adjustments or the sector-wide organics increases on July 1, 2018 and January 1, 2019. Rate will be adjusted effective with the regular annual rate adjustments beginning July 1, 2019.

⁽³⁾ If CalRecycle determines that mandatory commercial organics service shall be provided to customers on or after January 1, 2020 that subscribe to two-cubic yards or more of solid waste service per week, then Contractor will also offer a 35-gallon organics cart collected one to three times per week at the same rate for commercial "Barrel Service" for customers who generate a small amount of organic waste. As of July 1, 2017 rate is \$24.12 per month for 1x/week service. The rate for 2x/week service shall be twice the 1x/week rate, and the rate for 3x/week service shall be 3 times the 1x/week rate.

EXHIBIT 2
Organics Material Processing Component Adjustment
Example Placentia Calculation

Note: This formula is only to be applied if the processing cost per ton for organic waste changes from previous year and if the rebalancing procedure in Exhibit 3 is not implemented that year.

Step 1: Calculate the organics processing price increase per ton by inputting existing and new organic waste cost per ton in blue columns.

Row	Adjustment Factor	A	B	C	D	E
		Existing Organic Waste Processing Cost per Ton	Input Most Recent CPI Adjustment % to Commercial/ Industrial rates	Adjusted Cost per Ton with CPI Adjustment (Column C = Column A x (1 + Column B))	New Organic Waste Cost per Ton effective July 1, 2018	Change In Cost per Ton (Column D - Column C)
1	Organic Waste Processing Cost per Ton	\$ 91.00	3%	\$ 93.73	\$ 100.10	\$ 6.37

Step Two: Determine the commercial sector-wide percentage adjustment to commercial and industrial rates for increases in organic processing costs by entering in Column F the higher of the annual organics tonnage threshold established in Exhibit 4, footnote 6 or the actual organics tonnage processed in the past 12 months. Enter the annual commercial and industrial rate revenue from Contractor in Column I.

Row	Rate Category	F	G	H	I	J
		Higher of Organics Tonnage Threshold or Actual Collected Tonnage ⁽¹⁾	Change In Cost per Ton (From Column E)	Additional Processing Costs (Column F x Column G)	Commercial and Industrial Annual Rate Revenue from Contractor ⁽²⁾	Total Percent Change to be applied to Commercial and Industrial Rates ((Column H ÷ Column I) + 1) ⁽³⁾
2	Organic Waste Recycling Program	711	\$ 6.37	\$ 4,529	\$ 3,920,000	0.12%

⁽¹⁾ Initial tonnage based on Contractor's 9/26/2017 proposed organics tonnage threshold.

⁽²⁾ Contractor to provide annual rate revenue for the commercial and industrial sectors.

⁽³⁾ To be applied to Commercial and Industrial rates at the time of next rate adjustment by adding the percentage in Column J to the regular annual adjustment.

Note: This formula is only to be applied if the processing cost per ton for organic waste changes from previous year and if the rebalancing procedures in Exhibit 3 is not implemented.

**EXHIBIT 3
CITY OF PLACENTIA**

Step 1. Calculate the Commercial Organics Program Cost

Description:

1. Use the table to calculate the updated annual organics program costs by entering data in Columns A, D and E in the highlighted and outlined boxes. See footnotes below for clarification on data entry. Any cell that is not highlighted and outlined is a calculation.
2. Enter most recent CPI adjustment in footnote 4 to automatically import into Rows 2 through 5, Column B.
3. Calculated result on Row 10 will be utilized in Step 3, Row 1 to calculate the rebalancing adjustment.

Step 1 - Calculate the annual organics program cost for the most recent 12 month period.								
Row	Cost Category	Unit Cost at Time of Last Adjustment (Column A) ⁽¹⁾	Adjustment Method (Column B)	Adjustment % to Unit Cost (Column C)	Updated Cost per Unit (Column D - Column A x (1+Column C))	Actual Number of Units (Column E)	Monthly Cost (Column F = Column D x Column E)	
1	Processing - Pass Through	\$ 100.10 /ton ⁽²⁾⁽³⁾	Actual	4.9% ⁽²⁾	\$ 105.00 /ton ⁽³⁾	118 tons/month ⁽⁵⁾	\$ 12,390	
2	Collection	\$ 105.78 /hour ⁽²⁾	CPI ⁽⁴⁾	10.0% ⁽⁴⁾	\$ 116.36 /hour	132 hours/month ⁽⁶⁾	\$ 15,359	
3	Outreach	\$ 7,465 /year ⁽²⁾	CPI ⁽⁴⁾	10.0% ⁽⁴⁾	\$ 8,211.50 /year	12 months/year	\$ 684	
4	Containers - Carts	\$ 0.50 /cart/month ⁽²⁾	CPI ⁽⁴⁾	10.0% ⁽⁴⁾	\$ 0.55 /cart/month	0 carts ⁽⁷⁾	\$ -	
5	Containers- Bins	\$ 8.33 /bin/month ⁽²⁾	CPI ⁽⁴⁾	10.0% ⁽⁴⁾	\$ 9.16 /bin/month	90 bins ⁽⁷⁾	\$ 825	
6	Subtotal (Sum of R1 through R5)						\$ 29,258	
7	Contractor Margin at 10% (R6 x 10%)						\$ 2,926	
8	Total Organics Program Monthly Cost (R6+R7)						\$ 32,184	
9	Months per Year						12	
10	Total Organics Program Annual Cost (R8 x R9)						\$ 386,209	

⁽¹⁾ Original Unit Costs are based on the costs used in Exhibit 4 - Documentation of the Rebalancing Adjustment Factor.

⁽²⁾ For initial rebalancing on or before 7/1/2022, unit costs, except for processing costs as described in footnote 3, are initially set as shown in Exhibit 4. Unit Costs to be entered from previous rebalancing Column D Unit Costs in Exhibit 3, Step 1, if an additional rebalancing occurs per the guidelines of the Amendment Section 4.c.

⁽³⁾ Enter most recent organics processing cost per ton used to determine the sector-wide increase from Exhibit 2, Column D. Enter Updated Cost per Unit Category in Column D to automatically calculate the Adjustment % in Column C.

⁽⁴⁾ Use Consumer Price Index for All Urban Customers (CUURA421SA0). Adjustment to be calculated for 7/1/2022 (or earlier if applied prior to that under Section 4.c of the Amendment). As an example, if the first rebalancing adjustment is calculated for July 1, 2022, then the change in the CPI would be calculated based on the average annual CPI index for calendar year 2017 compared to the same index for calendar year 2021, a four-year change. Insert CPI adjustment percentage below for automatic calculation.

10.0% Insert CPI change since last rebalancing adjustment

⁽⁵⁾ Input average monthly tonnage from the most recent 12 months. Tonnage from routes that crossover City boundaries will be allocated to jurisdictions based on container capacity.

⁽⁶⁾ Input average monthly collection hours from the most recent 12 months. Route hours from routes that crossover City boundaries will be allocated to jurisdictions based on container capacity.

⁽⁷⁾ Input most recent available container count.

EXHIBIT 3

Draft

CITY OF PLACENTIA

Step 2. Calculate the Current Rate Revenues from the Commercial Organics Program

Description:

1. Enter the most recently available number of customers for each service level provided by Contractor in Column A.
2. Enter the current rates for organics under each service in Column B.
3. Upon data population, the monthly and annual program rate revenue will automatically calculate and be utilized in Step 3.

Step 2 - Calculate the annual rate revenue generated from the commercial organics program.				
Row #	Container Size and Frequency	Number of Customers for Each Service Level (Column A)	Current Rates for Organics Services (Column B)	Rate Revenue per Service Type (Column C = Column A x Column B)
	2 Yard Bin			
1	1x per week	114	\$ 125.68	\$ 14,327.52
2	2x per week			\$ -
3	3x per week			\$ -
	Cart Rate			
4	1x per week			\$ -
5	2x per week			\$ -
6	3x per week			\$ -
7	Sum of Organics Program Monthly Revenue (Sum R1 - R6)			\$ 14,327.52
8	Months per Year			12
9	Annual Organics Program Revenue (R7 x R8)			\$ 171,930.24

EXHIBIT 3
CITY OF PLACENTIA

Draft

Step 3. Calculation of the Difference Between Organics Program Cost and Revenue

Description:

1. Step 3 will automatically calculate by carrying data forward from Steps 1 and 2 to determine the difference between Organics Program Rate Revenue and Costs before applying the commercial sector-wide increase. Row 3 will be utilized in Step 5.

Step 3 - Calculate the difference between organics program rate revenue and costs before additional sector-wide increase.			
Row #	Line Item	Units	Notes
1	Annual Organics Program Cost	\$ 386,209 /year	From Step 1, Row 10
2	Annual Rate Revenue for Organics	\$ 171,930 /year	From Step 2, Row 9
3	Annual Difference (R1 - R2)	\$ 214,278 /year	Calculation R1 - R2

**EXHIBIT 3
CITY OF PLACENTIA**

Draft

Step 4. Calculate the Negotiated Annual Program Costs.

Description:

1. Step 4 requires input of the most recent commercial and industrial rate revenue provided by Contractor (including the most recent CPI adjustment) and the previously applied sector-wide increase percentages in the highlighted and outlined cells. This step calculates the current negotiated cost of the commercial organics program. Row 5 will be utilized in Step 6.

Step 4 - Calculate the annual negotiated costs of the commercial organics program.			
Row #	Line Item	Units	Notes
1	Total commercial and industrial rate revenue	4,146,615 /year	For the most recent Fiscal Year.
2	Negotiated % sector-wide increase for commercial and industrial rates	2.70%	For the first rebalancing the percentage is the amount shown in this Exhibit. For subsequent rebalancing use the percentage from Step 7, Row
3	Cumulative Organic Waste processing component adjustments since the most recent rebalancing	0.12%	Cumulative of all sector-wide increases calculated by Exhibit 2 under the Amendment since the last rebalancing.
4	Cumulative negotiated sector-wide % increase (R2 + R3)	2.82%	Calculation R2 + R3
5	Annual Negotiated Costs of Organics Program (R1 x R4)	\$ 111,959 /year	Calculation R1 x R4

**EXHIBIT 3
CITY OF PLACENTIA**

Draft

Step 5. Calculate the New Funding Requirements

Description:

1. Upon completion of Steps 1-4, Step 5 will automatically calculate the new funding requirement in order to calculate the rebalanced sector-wide adjustment in subsequent steps.

Step 5 - Calculate the new funding requirement for sector-wide adjustment.			
Row #	Line Item	Units	Notes
1	Difference between commercial organics program revenue and costs	\$ 214,278 /year	From Step 3, Row 3 Previously negotiated rebalancing adjustment factor as documented in Exhibit 4. This factor does not change in future rebalancing.
2	Rebalancing adjustment factor	<u>1.13</u>	
3	New Funding Requirement for Rebalanced Sector-wide Adjustment (R1 x R2)	\$ 242,000 /year	

CITY OF PLACENTIA

Step 6. Calculate the Rebalancing Percentage

Description:

1. Step 6 will automatically calculate the future sector-wide rebalancing percentage to be applied to commercial and industrial rates.

Step 6 - Calculate the future sector-wide rebalancing percentage to be applied to commercial and industrial rates.			
Row #	Line Item	Units	Notes
1	New funding requirement for rebalanced sector-wide adjustment	\$ 242,000 /year	From Step 5, Row 3
2	Negotiated cost of organics program	\$ 111,959 /year	From Step 4, Row 5
3	New funding requirement for new sector-wide adjustment (R1 - R2)	\$ 130,041 /year	
4	Total commercial and industrial rate revenue	\$ 4,146,615 /year	From Step 4, Row 1
5	Additional Percentage for Rebalancing (R3 ÷ R4)	3.14%	To be applied to the commercial and industrial rates with next annual CPI adjustment.

**EXHIBIT 3
CITY OF PLACENTIA**

Draft

Step 7. Calculate Cumulative Sector-wide Increase Only if Rebalancing Mechanism is Implemented more than Once

Description:

NOTE: Step 7 will only be used if an additional rebalancing procedure is initiated, carry forward Step 7, Row 3 to Step 4, Row 2 of future rebalancing procedure.

Step 7 - Calculate the future sector-wide rebalancing percentage to be applied to commercial and industrial rates.			
Row #	Line Item	Units	Notes
1	Cumulative negotiated sector-wide increase	2.82%	From Step 4, Row 4
2	Additional percentage for current rebalancing adjustment	<u>3.14%</u>	From Step 6, Row 3
3	Cumulative Sector-wide Increase (R1 + R2)	5.96%	To be implemented in Step 4, Row 2 of future rebalancing procedures.

EXHIBIT 4
CITY OF PLACENTIA
Documentation of the Rebalancing Adjustment Factor

Draft

Step 1 - Calculate Monthly Organics Program Cost					
Row	Cost Category	Cost	Number of Units	Monthly Cost	Notes
1	Processing - pass through	\$ 91.00 /ton ⁽¹⁾	59 tons/month ⁽²⁾	\$ 5,369	
2	Collection	\$ 105.78 /hour ⁽³⁾	66 hours/month ⁽⁷⁾	\$ 6,981	
3	Outreach	\$ 7,465 /year ⁽¹⁾	12 months/year	\$ 622	
4	Containers - carts	\$ 0.50 /cart/month ⁽⁴⁾	0 carts ⁽⁸⁾	\$ -	
5	Containers- bins	\$ 8.33 /bin/month ⁽⁵⁾	45 bins ⁽⁶⁾	\$ 375	
6	Subtotal			\$ 13,347	Sum
7	Contractor margin at 10%			\$ 1,335	Previously Contractor proposed 10% margin on tip fee.
8	Total Organics Program Monthly Cost			\$ 14,682	Sum

⁽¹⁾ Cost per ton to take organics to the third party CORE facility in the City of Orange located at 2050 North Glassell Street.

⁽²⁾ Contractor's proposed cost per hour including full-time helper was \$117.33 in spreadsheets provided 5/15/2017 Anaheim collection cost was \$76.23 per hour, and Contractor states vehicle depreciation at \$18.00/hour should be added for a total of \$94.23/hour. The negotiated midpoint = \$105.78 ((\$117.33 + \$94.33) ÷ 2 = \$105.78)

⁽³⁾ Contractor estimated figure includes assumption to provide 3.5 hours of direct outreach to each of the 45 Tier 1 and 2 customers for a total of 158 hours annually at \$39.20 per hour totaling to \$6,174 per year, plus indirect outreach costs of \$1,291 for billing, SGA, and outreach materials.

⁽⁴⁾ \$60.00 depreciated over 10 years = \$0.50/cart/month.

⁽⁵⁾ \$500.00 depreciated over 5 years = \$8.33/bin/month. Container maintenance allowance included by shorter amortization period.

⁽⁶⁾ (711 tons/year ÷ 12 months/year) = 59 tons/month per correspondence dated 9/26/2017.

⁽⁷⁾ 787 hours/year⁽⁸⁾ ÷ 12 months = 66 hours/month

⁽⁸⁾ Per Contractor spreadsheet in response to data request titled "Detail Supporting Calculation."

Step 2 - Estimated Annual Rate Revenue Generated from Charging Organics Equal to Refuse Rates			
Row #	Line Item	Units	Notes
1	2 yd. refuse service rate 1x/wk. as of 7/1/2017	\$ 125.68 /month	From the current Placentia rate schedule
2	Refuse yards serviced per month	9 yds./month ⁽¹⁾	Refuse collection service
3	Rate per yard	\$ 14.51 /yd.	Calculation R1 ÷ R2
4	Total organics yards per year	5,620 yds./year ⁽²⁾	
5	Annual rate revenue for organics	\$ 82,000 /year	If organics rate is equal to the trash rate. (Calculation R3 x R4)

⁽¹⁾ 2 yds. x 1 collections/week = 2yds./week x 4.33 weeks/month = 8.66 yards/month

⁽²⁾ (711 tons/year x 2,000 lbs./ton) = 1,422,000 lbs./year ÷ 253 lbs./yard (Republic Estimation) = 5,620 yards/year

Step 3 - Calculate the Difference Between Organics Program Revenue and Costs Before Sector-wide Increase			
Row #	Line Item	Units	Notes
1	Monthly organics program cost	\$ 14,682 /month	From Step 1, Row 8
2	Months per year	12 month/year	
3	Annual organics program cost	\$ 176,000 /year	Calculation R1 x R2
4	Annual rate revenue for organics	\$ 82,000 /year	From Step 2, Row 5
5	Difference	\$ 94,000 /year	Calculation R3 - R4

Step 4 - Calculate the Rebalancing Adjustment Factor			
Row #	Line Item	Units	Notes
1	Total commercial and industrial rate revenue	3,920,000 /year	From Annual revenue supplied by Contractor in spreadsheet associated with negotiations data request attached to email dated 8/15/2017
2	Negotiated % sector-wide increase for commercial and industrial rates	2.7%	From Contractor Proposal dated 9/26/2017
3	Annual negotiated costs of organics program	\$ 106,000 /year	Calculation R1 x R2
4	Difference from Table 3	\$ 94,000 /year	From Step 3, Row 5
5	Rebalancing Adjustment Factor	1.13	Calculation R3 ÷ R4 (To be used in all future rebalancing)

**AMENDMENT NO. 9 TO
AMENDED, REVISED AND RESTATED
AGREEMENT FOR SOLID WASTE HANDLING SERVICES BETWEEN
THE CITY OF PLACENTIA AND
REPUBLIC WASTE SERVICES OF SOUTHERN CALIFORNIA, LLC**

This Amendment No. 9 (the "Amendment") is made and entered into effective the 1st day of July 2018, by and between the City of Placentia, a Charter City and Municipal Corporation ("City"), and Republic Waste Services of Southern California, LLC, a wholly owned subsidiary of Republic Services, Inc. a Delaware Limited Liability Company, dba Placentia Disposal for Solid Waste Handling Services (hereinafter "Contractor"). City and Contractor are sometimes hereinafter individually referred to as "Party" and or collectively referred to as the "Parties."

A. Recitals.

(i) Effective July 20, 2010, City and Contractor entered into the "Amended, Revised and Restated Agreement";

(ii) The Agreement has been revised eight times previously, the most recent revision being the Amendment No .8, which became effective July 1, 2018;

(iii) The California state legislature established requirements for jurisdictions to implement mandatory commercial recycling programs through AB 341 (Chesbro, Chapter 476, Statutes of 2011);

(iv.) AB 341 established a goal to reduce, recycle or compost 75 percent of waste by 2020;

(v) AB 341 requires cities to implement commercial organics recycling programs designed to divert waste generated by regulated businesses. Jurisdictions' programs must, among other requirements, include "education of, outreach to, and monitoring of, businesses," within their jurisdiction; and

(vii) Subsequent to the start of the Agreement, AB 341 became effective requiring the City and Contractor to revise and add programs to meet additional solids waste compliance requirement of each bill.

(viii) The Agreement does not currently expressly require Contractor to collect recyclable material from commercial/industrial accounts or to provide outreach educational services, but Contractor has expressed its willingness to do so;

(ix) The City and Contractor desire to amend the Franchise Agreement to provide commercial recycling services and to provide related educational services; and

(x) The City and Contractor desire that the Contractor provide services to cause

compliance with AB 341.

(xii) All legal prerequisites to the making of this Amendment have occurred.

NOW, THEREFORE, in consideration of the mutual covenants and conditions set forth herein, the Parties agree as follows: the Agreement is amended as follows:

B. Amendment to Agreement.

1. In all respects as set forth in the Recitals, Part A., above.

2. The following subsections are added to Section 2 of the Agreement, (entitled "Definitions"),:

"2.1.2 *AB 341* means the Mandatory Commercial Recycling Law (Chapter 476, Statutes of 2011 modifying Division 30 of the California Public Resources Code), also commonly referred to as "AB 341," as amended, supplemented, superseded, and replaced from time to time.

3. The following subsections are added to Section 8.3 (Commercial Solid Waste Handling Services) of the Agreement:

"8.3.5 Recycling Program for Commercial Customers. Contractor shall make available collection of recyclable material from commercial/industrial accounts including Multi-Family Dwelling customers requesting such service, using 3 cubic yard containers as listed in Exhibit A. Contractor shall collect and remove all recyclable material placed in containers from every commercial/industrial premises receiving recyclable material collection service at a frequency as listed in Exhibit A. Notwithstanding the above, any putrescible or degradable recyclable material shall be collected and removed from any commercial/industrial premises not less often than once per week. The rates for providing commercial recycling service are set forth in the Exhibit A attached hereto."

8.3.5.1 Ongoing Outreach. The Contractor, under the guidance of the City, shall contact customers that fall under the requirements of AB 341, but do not have a CalRecycle approved program in place, and are not in compliance with the requirements set forth in AB 341. The Contractor will mail an annual letter to those eligible customers who are not in compliance and inform them of their obligations under AB 341 and options for compliance. Contractor will include regular reminders on monthly notices on commercial invoicing.

i. The City will mail on city letterhead a separate follow-up letter every six months to those customers and instruct the Customers to sign-up with Republic Services for the existing commercial co-mingled container program and report non-compliant accounts to CalRecycle annually.

ii. The City will periodically contact Republic Services to check whether non-compliance customers have signed up for services or contacted them to inquire about their recycling options. Subsequent to that action, the City will directly contact eligible non-compliant customers by phone."

4. The following subsection is added to Section 8.5 to the Agreement to include the following provisions:

“8.5.6 AB 341 Mandatory Commercial Recycling Program Requirements

8.5.6.1 Annual Reporting. At no cost to City, Republic shall provide annual reporting to City necessary for the City to meet mandatory Recycling program requirements in accordance with AB 341 and CalRecycle. Reports that may be requested by City include, but are not limited to, a list of Customers (including permanent Roll-Off Box Customers and Multi-Family Dwelling Units) generating four cubic-yards or more of Solid Waste per week and do not receive Recycling services from Republic.

8.5.6.2. Identification of Eligible Customers. Contractor shall cooperate and assist City in meeting the requirements of AB 341, including, but not limited to, identifying Commercial Premises and Multi-Family Dwelling units that are required to receive recycling service, education and outreach to all properties, reporting on efforts to provide service at such premises, and an annual or as requested listing of such premises that have declined to accept recycling service to facilitate the City's exercise of its enforcement powers.

5. Except as specifically modified herein, all of the terms, conditions and provisions of the Agreement shall remain in full force and effect.

6. The Agreement, all amendments together with this Amendment No. 9 and all Exhibits attached thereto, constitutes the entire Agreement between the Parties and supersedes all prior negotiations, arrangements, representations, and understandings, if any, made by or between the Parties with respect to the subject matter hereof. No amendment or other modification of the Agreement, as modified by this Amendment No. 9 shall be binding unless executed in writing by both Parties hereto, or their respective successors, assigns, or grantees.

7. Each of the undersigned represents and warrants that he or she is duly authorized to execute and deliver this Amendment No. 9 and that such execution is binding upon the entity for which he or she is executing this document.

IN WITNESS WHEREOF, the Parties have caused Amendment No. 9 to the Agreement are to be executed as of the day and year first above written.

CONTRACTOR

CITY OF PLACENTIA

By: _____
Dan Capener, General Manager

By: _____
Chad P. Wanke, Mayor

ATTEST: _____
Patrick J. Melia, City Clerk

APPROVED AS TO FORM:

By: _____
Christian L. Bettenhausen, City Attorney

**EXHIBIT 1
RATE SUMMARY - EFFECTIVE JULY 1, 2018**

	Service Fee	Landfill	Organics	Adjusted Rate	Current Rate	Change	% Change
Residential							
Single Family	\$21.43	\$3.20		\$24.63	\$23.99	\$0.64	2.68%
Additional Containers							
Black "Trash" Container	\$5.64	\$3.20		\$8.84	\$8.62	\$0.21	2.47%
Brown "Yard Waste" Container	\$4.89	n/a		\$4.89	\$4.76	\$0.13	2.79%
Green "Recycling" Container	\$0.00	n/a		\$0.00	\$0.00	\$0.00	0.00%
Pull Out Service							
Extra Dump - All Three Containers	\$24.48	n/a		\$24.48	\$23.80	\$0.68	2.79%
Exchange of All Three Containers	\$37.83	n/a		\$37.83	\$36.80	\$1.03	2.79%
Container Replacement - Misc	\$68.93	n/a		\$68.93	\$65.11	\$3.82	2.79%
Bulky Item Collection							
Additional Pick-ups over 3x p/Year	\$47.34	n/a		\$47.34	\$46.05	\$1.29	2.79%
Charge for Each Item over 10	\$6.76	n/a		\$6.76	\$6.58	\$0.18	2.79%
Additional Gas Recovery Fee	\$47.34	n/a		\$47.34	\$46.05	\$1.29	2.79%
Temp Three Yard Container							
3 Days + Dump	\$87.52	\$5.66		\$93.18	\$89.69	\$3.49	2.74%
Each Additional Day Rental	\$7.15	n/a		\$7.15	\$6.96	\$0.19	2.79%
Commercial							
Commercial Barrel (Each)							
1 x p/wk (Max of Four)				\$45.00	\$24.12	\$20.88	86.55%
Two Yard Containers							
One Pick-up Only	\$112.69	\$16.39	\$2.09	\$131.17	\$125.68	\$5.48	4.36%
Non-Scheduled Pick-up	\$53.81	\$3.79	\$0.93	\$58.33	\$55.86	\$2.47	4.42%
Three Yard Containers							
First Pick-up	\$140.96	\$24.55	\$2.68	\$168.20	\$161.19	\$7.00	4.34%
Each Additional Pick-up Freq.	\$78.16	\$24.55	\$1.63	\$102.35	\$98.15	\$4.19	4.27%
Non-Scheduled Pick-up	\$65.90	\$5.66	\$1.16	\$72.72	\$69.67	\$3.06	4.39%
Three Yard Manure Containers							
First Pick-up	\$140.96	\$36.98	\$2.98	\$180.83	\$173.37	\$7.45	4.30%
Each Additional Pick-up Freq.	\$78.16	\$36.98	\$1.83	\$114.98	\$110.33	\$4.64	4.21%
Non-Scheduled Pick-up	\$65.90	\$5.66	\$1.16	\$72.71	\$69.65	\$3.06	4.39%
Three Yard Compactors							
First Pick-up	\$173.92	\$60.62	\$3.80	\$238.34	\$228.80	\$9.74	4.26%
Each Additional Pick-up Freq.	\$109.33	\$60.62	\$2.75	\$172.71	\$165.77	\$6.93	4.18%
Non-Scheduled Pick-up	\$100.14	\$13.99	\$1.85	\$115.98	\$111.13	\$4.85	4.37%
Four Yard Containers							
First Pick-up	\$155.07	\$33.13	\$3.05	\$191.24	\$183.32	\$7.92	4.32%
Each Additional Pick-up Freq.	\$83.79	\$33.13	\$1.89	\$118.81	\$113.98	\$4.83	4.24%
Non-Scheduled Pick-up	\$72.48	\$7.64	\$1.30	\$81.42	\$78.01	\$3.41	4.38%
Six Yard Containers							
First Pick-up	\$162.11	\$49.12	\$3.42	\$214.65	\$205.84	\$8.81	4.28%
Each Additional Pick-up Freq.	\$87.69	\$49.12	\$2.21	\$138.93	\$133.35	\$5.58	4.18%
Non-Scheduled Pick-up	\$75.80	\$11.34	\$1.41	\$88.55	\$84.84	\$3.70	4.35%
Three Yard Construction Bins							
First Pick-up	\$183.69	\$24.95	\$3.38	\$212.02	\$203.15	\$8.87	4.37%
Each Additional Pick-up Freq.	\$89.88	\$24.55	\$1.85	\$116.08	\$111.30	\$4.78	4.29%
Non-Scheduled Pick-up	\$65.90	\$5.66	\$1.16	\$72.72	\$69.67	\$3.06	4.39%

**EXHIBIT 1
RATE SUMMARY - EFFECTIVE JULY 1, 2017**

	Service Fee	Landfill	Organics	Total Rate	Current Rate	Change	% Change
<u>Commercial Continued</u>							
Three Yard "Recycle" Bins							
First Pick-up	\$140.96	n/a	\$2.28	\$143.25	\$137.13	\$8.12	4.46%
Each Additional Pick-up Freq.	\$78.16	n/a	\$1.23	\$77.40	\$74.09	\$3.30	4.46%
Non-Scheduled Pick-up	\$85.90	n/a	\$1.07	\$86.97	\$84.11	\$2.86	4.46%
Contaminated Bin (Trash)	\$140.96	n/a	\$2.28	\$143.25	\$137.13	\$8.12	4.46%
Pull Out Service							
First Pick-up	\$57.28	n/a		\$57.28	\$55.72	\$1.56	2.79%
Each Additional Pick up Freq	\$57.28	n/a		\$57.28	\$55.72	\$1.56	2.79%
Non-Scheduled Pick up	\$57.28	n/a		\$57.28	\$55.72	\$1.56	2.79%
Surcharge - Sunday Service	\$13.15	n/a		\$13.15	\$12.79	\$0.36	2.79%
Bin Exchange after One-Time p/Year	\$83.39	n/a		\$83.39	\$81.13	\$2.27	2.79%
Redelivery of Bin(s) - Non-Payment	\$84.55	n/a		\$84.55	\$82.25	\$2.30	2.79%
Locking Latch Bins							
Set-up One Time Cost	\$100.34	n/a		\$100.34	\$97.61	\$2.73	2.79%
Monthly Maintenance Fee p/Tip Freq.	\$2.23	n/a		\$2.23	\$2.17	\$0.06	2.79%
Special Access / Code or Key Fee	\$11.12	n/a		\$11.12	\$10.62	\$0.30	2.79%
Container Steam Cleaning after 1x p/Year	\$107.10	n/a		\$107.10	\$104.19	\$2.91	2.79%
Clean-Up & Disposal "Over the Top"	\$38.93	n/a		\$38.93	\$37.67	\$1.06	2.79%
Commercial Bulky-Item Pick-ups							
Basic Charge - Two Items	\$47.35	n/a		\$47.35	\$46.08	\$1.29	2.79%
Charge for Each Item over Two	\$6.78	n/a		\$6.78	\$6.68	\$0.18	2.79%
Additional Fee Gas Recovery	\$47.35	n/a		\$47.35	\$46.08	\$1.29	2.79%
<u>Industrial Roll-Off Services</u>							
<u>Permanent Services</u>							
15-Yard Demo Container	\$372.46	\$205.08	\$9.36	\$586.90	\$563.34	\$23.58	4.18%
15-Yard Demo Container - Clean Inerts	\$339.14	n/a	\$5.49	\$344.64	\$329.93	\$14.71	4.48%
30-Yard Drop Off Container	\$352.14	\$170.90	\$0.00	\$523.04	\$510.07	\$12.97	2.54%
30-Yard Container - Green Waste	\$488.74	n/a	\$8.47	\$497.22	\$475.48	\$21.78	4.56%
40-Yard Compactor	\$442.39	\$239.28	\$7.92	\$689.57	\$664.87	\$24.70	3.72%
<u>Temporary Services</u>							
15-Yard Demo Container	\$380.40	\$205.08	\$9.48	\$594.96	\$571.08	\$23.90	4.19%
15-Yard Demo Container - Clean Inerts	\$350.26	n/a	\$5.67	\$355.93	\$340.74	\$15.19	4.48%
30-Yard Drop Off Container	\$369.94	\$170.90	\$8.78	\$549.60	\$527.39	\$22.22	4.21%
30-Yard Container - Green Waste	\$499.87	n/a	\$8.10	\$507.97	\$488.28	\$21.88	4.48%
Overweight Surcharge p/Ton (Actual Weight over 8 Tons)							
Trash Loads	\$18.09	\$34.18	\$0.85	\$53.12	\$51.10	\$2.02	3.95%
Clean Inerts	\$33.36	n/a	\$0.54	\$33.90	\$32.46	\$1.45	4.48%
Green Waste	\$43.88	n/a	\$0.71	\$44.38	\$42.49	\$1.89	4.48%
Saturday Service - Per Pull	\$35.29	n/a		\$35.29	\$34.33	\$0.96	2.79%
Mandatory Signature Required - Per Pull	\$5.58	n/a		\$5.58	\$5.41	\$0.15	2.79%
Additional Days - Temp R/O Per Day	\$13.51	n/a		\$13.51	\$13.14	\$0.37	2.79%
Stand-By Hourly Rate	\$84.55	n/a		\$84.55	\$82.25	\$2.30	2.79%
Heavy-Duty Truck Service - Per Pull	\$389.17	n/a		\$389.17	\$378.60	\$10.58	2.79%
R/O Container Steam Cleaning after 1x/Year	\$111.19	n/a		\$111.19	\$108.17	\$3.02	2.79%
Storage Container Rental / Delivery p/Mo.	\$87.84	n/a		\$87.84	\$85.45	\$2.39	2.79%
Storage Container Return - Per Mile	\$1.22	n/a		\$1.22	\$1.19	\$0.03	2.79%

CITY OF PLACENTIA
EXHIBIT "A" BACK-UP

JULY 1, 2018 ADJUSTED RATES

248,248 Local CPI-U (12 Month Annual 2016)
256,210 Local CPI-U (12 Month Annual 2017)
2.79% Local CPI-U Change (Adjustment in (B))

Estimated for Annual CPI, normally this should be January

\$33.90 Orange County Gate Fee July 2017
\$34.16 Orange County Gate Fee July 2018
2.03% Orange County Gate Fee Change (Adjustment in (E))

	(A) Service Fee	(B) CPI Adj.	(C) Adjusted Service Fee [(A)+(B)]	(D) Orange Co. Landfill	(E) Landfill Adjustment	(F) Adjusted Landfill Cost [(D)+(E)]	(G) Current Rate [(C)+(F)]	(H) Organic P/ 1.35%	(I) Fran Fees	(J) Total Rate Including Organics	(K) Franchise (15% of (G))	(L) Administrative (5% of (G))	(M) Fees Paid to Placentia	Net Percent Rate Change
Residential														
Single Family	\$20.83	\$0.56	\$21.43	\$3.14	\$0.06	\$3.20	\$24.63	N/A	N/A	\$24.63	\$3.70	\$1.23	\$4.93	2.69%
Additional Containers														
Black "Trash" Container	\$5.46	\$0.15	\$5.64	\$3.14	\$0.06	\$3.20	\$8.84	N/A	N/A	\$8.84	\$1.33	\$0.44	\$1.77	2.52%
Brown "Yard Waste" Container	\$4.78	\$0.13	\$4.89	n/a			\$4.89	N/A	N/A	\$4.89	\$0.74	\$0.24	\$0.98	2.75%
Green "Recycling" Container	\$0.00	\$0.00	\$0.00	n/a			\$0.00	N/A	N/A	\$0.00	\$0.00	\$0.00	\$0.00	0.00%
Residential Special Services														
Residential Roll-Out Service	\$11.20	\$0.31	\$11.52	n/a			\$11.52	N/A	N/A	\$11.52	\$1.72	\$0.58	\$2.30	2.78%
Extra Dump - All 3 Containers	\$23.60	\$0.66	\$24.46	n/a			\$24.46	N/A	N/A	\$24.46	\$3.67	\$1.22	\$4.89	2.78%
Exchange of All 3 Containers	\$36.60	\$1.03	\$37.63	n/a			\$37.63	N/A	N/A	\$37.63	\$5.68	\$1.89	\$7.57	2.78%
Container Replacement - Misuse	\$65.11	\$1.82	\$66.93	n/a			\$66.93	N/A	N/A	\$66.93	\$10.04	\$3.35	\$13.39	2.78%
Residential Bulky-Item Pick-ups														
Additional Pick-ups over 3x p/Year	\$46.00	\$1.29	\$47.34	n/a			\$47.34	N/A	N/A	\$47.34	\$7.10	\$2.37	\$9.47	2.79%
Charge for each item over 10	\$6.56	\$0.18	\$6.76	n/a			\$6.76	N/A	N/A	\$6.76	\$1.01	\$0.34	\$1.35	2.79%
Additional Fee Gas Recovery	\$46.00	\$1.29	\$47.34	n/a			\$47.34	N/A	N/A	\$47.34	\$7.10	\$2.37	\$9.47	2.79%
Three Yard Containers														
3 Days + Dump	\$85.14	\$2.38	\$87.52	\$5.55	\$0.11	\$5.66	\$93.18	N/A	N/A	\$93.18	\$13.98	\$4.65	\$18.64	2.75%
Each Additional Day	\$6.96	\$0.19	\$7.15	n/a			\$7.15	N/A	N/A	\$7.15	\$1.07	\$0.36	\$1.43	2.75%

CITY OF PLACENTIA
EXHIBIT "A" BACK-UP

	(A) Service Fee	(B) CPI Adj.	=	(C) Adjusted Service Fee [(A)+(B)]	(D) Orange Co. Landfill	+	(E) Landfill Adjustment	=	(F) Adjusted Landfill Cost [(D)+(E)]	(G) Total Rate [(C)+(F)]	(H) Organic Pf 1.35%	(I) Fran Fees	(J) Total Rate Including Organics	(K) Franchise (15% of (G))	+	(L) Administrative (5% of (G))	=	(M) Fees Paid to Placentia	Net Percent Rate Change
Commercial																			
Commercial Barrel (Each)																			
1 x p/wk (Max of Three)	\$18.32	\$0.51	=	\$18.83	\$3.00	+	\$0.12	=	\$5.92	\$24.75	\$41.63	\$3.37	\$45.00	\$7.76	+	\$1.24	=	\$9.00	2.61%
Each Additional Pick-up Freq. (Max 3 X)	\$18.32	\$0.51	=	\$18.83	\$3.00	+	\$0.12	=	\$5.92	\$24.75	\$41.63	\$3.37	\$45.00	\$7.76	+	\$1.24	=	\$9.00	2.61%
Two Yard Containers																			
One Pick-up Only	\$188.82	\$3.06	=	\$192.89	\$18.06	+	\$0.33	=	\$16.39	\$129.08	\$1.74	\$0.35	\$131.17	\$19.67	+	\$6.56	=	\$26.23	2.70%
Each Additional Pick-up Freq. (Max 3 X)	\$57.26	\$1.60	=	\$58.86	\$18.06	+	\$0.33	=	\$16.39	\$75.26	\$1.02	\$0.20	\$76.47	\$11.47	+	\$3.82	=	\$15.29	2.83%
Non-Scheduled Pick-up	\$52.15	\$1.46	=	\$53.61	\$3.71	+	\$0.08	=	\$3.79	\$57.40	\$0.77	\$0.15	\$58.33	\$8.75	+	\$2.92	=	\$11.67	2.74%
Three Yard Containers																			
First Pick-up	\$137.13	\$3.83	=	\$140.96	\$24.06	+	\$0.49	=	\$24.55	\$165.51	\$2.23	\$0.45	\$168.20	\$25.23	+	\$8.41	=	\$33.64	2.88%
Each Additional Pick-up Freq.	\$74.09	\$2.07	=	\$76.16	\$24.06	+	\$0.49	=	\$24.55	\$100.71	\$1.36	\$0.27	\$102.35	\$15.35	+	\$5.12	=	\$20.47	2.61%
Non-Scheduled Pick-up	\$64.11	\$1.79	=	\$65.90	\$5.68	+	\$0.11	=	\$5.66	\$71.56	\$0.97	\$0.19	\$72.72	\$10.90	+	\$3.84	=	\$14.54	2.73%
Three Yard Manure Containers																			
First Pick-up	\$137.13	\$3.83	=	\$140.96	\$26.24	+	\$0.74	=	\$36.98	\$177.84	\$2.40	\$0.48	\$180.63	\$27.13	+	\$9.04	=	\$36.17	2.85%
Each Additional Pick-up Freq.	\$74.09	\$2.07	=	\$76.16	\$26.24	+	\$0.74	=	\$36.98	\$113.14	\$1.53	\$0.31	\$114.98	\$17.25	+	\$5.75	=	\$23.00	2.54%
Non-Scheduled Pick-up	\$64.10	\$1.79	=	\$65.89	\$5.95	+	\$0.11	=	\$5.66	\$71.55	\$0.97	\$0.19	\$72.71	\$10.90	+	\$3.84	=	\$14.54	2.73%
Three Yard Compactors																			
First Pick-up	\$160.15	\$4.73	=	\$173.92	\$28.41	+	\$1.21	=	\$60.62	\$234.54	\$3.17	\$0.62	\$238.34	\$35.75	+	\$11.92	=	\$47.67	2.80%
Each Additional Pick-up Freq.	\$106.36	\$2.87	=	\$109.33	\$28.41	+	\$1.21	=	\$60.62	\$159.95	\$2.29	\$0.46	\$172.71	\$25.90	+	\$8.64	=	\$34.54	2.52%
Non-Scheduled Pick-up	\$67.42	\$2.72	=	\$100.14	\$13.71	+	\$0.28	=	\$13.99	\$114.13	\$1.54	\$0.31	\$115.98	\$17.40	+	\$5.80	=	\$23.20	2.70%
Four Yard Containers																			
First Pick-up	\$188.86	\$4.21	=	\$195.07	\$32.47	+	\$0.66	=	\$33.13	\$188.20	\$2.54	\$0.51	\$191.24	\$28.69	+	\$9.56	=	\$38.25	2.66%
Each Additional Pick-up Freq.	\$81.51	\$2.28	=	\$83.79	\$32.47	+	\$0.66	=	\$33.13	\$116.92	\$1.58	\$0.32	\$118.81	\$17.82	+	\$5.94	=	\$23.76	2.58%
Non-Scheduled Pick-up	\$70.21	\$1.97	=	\$72.48	\$7.49	+	\$0.15	=	\$7.64	\$80.12	\$1.08	\$0.22	\$81.42	\$12.21	+	\$4.07	=	\$16.28	2.72%
Six Yard Containers																			
First Pick-up	\$167.70	\$4.41	=	\$162.11	\$48.14	+	\$0.98	=	\$49.12	\$211.23	\$2.85	\$0.57	\$214.65	\$32.20	+	\$10.73	=	\$42.93	2.62%
Each Additional Pick-up Freq.	\$85.21	\$2.38	=	\$87.59	\$48.14	+	\$0.98	=	\$49.12	\$136.71	\$1.85	\$0.37	\$138.93	\$20.84	+	\$6.95	=	\$27.79	2.52%
Non-Scheduled Pick-up	\$73.74	\$2.06	=	\$75.80	\$11.11	+	\$0.23	=	\$11.34	\$87.14	\$1.18	\$0.24	\$88.55	\$13.28	+	\$4.43	=	\$17.71	2.69%

CITY OF PLACENTIA
EXHIBIT "A" BACK-UP

	(A) Service Fee	(B) CPI Adj.	=	(C) Adjusted Service Fee [(A)+(B)]	(D) Orange Co. Landfill	+	(E) Landfill Adjustment	=	(F) Adjusted Landfill Cost [(D)+(E)]	(G) Total Rate [(C)+(F)]	(H) Organic Pt 1.35%	(I) Fran Fees	(J) Total Rate Including Organics	(K) Franchise [15% of (G)]	+	(L) Administrative [5% of (G)]	=	(M) Fees Paid to Placentia	Net Percent Rate Change
Commercial																			
Three Yard Construction Bin																			
First Pick-up	\$178.79	\$4.99		\$183.69	\$24.45		\$0.50		\$24.95	\$208.64	\$2.82	\$0.56	\$212.02	\$31.80		\$10.60		\$42.40	2.70%
Each Additional Pick-up Freq.	\$47.24	\$2.44		\$49.68	\$24.06		\$0.49		\$24.55	\$114.23	\$1.54	\$0.31	\$116.08	\$17.42		\$5.80		\$23.22	2.63%
Non-Scheduled Pick-up	\$84.11	\$1.79		\$85.90	\$5.55		\$0.11		\$5.66	\$71.56	\$0.97	\$0.19	\$72.72	\$10.90		\$3.84		\$14.54	2.73%
Temp Three Yard Container - Non Profit																			
3 Days + Dump	\$76.82	\$2.23		\$82.05	\$5.55		\$0.11		\$5.66	\$87.71	\$1.18	\$0.24	\$89.13	\$13.37		\$4.46		\$17.63	2.74%
Each Additional Day	\$5.72	\$0.19		\$6.94	n/a					\$6.94	N/A	N/A	N/A	\$1.04		\$0.35		\$1.39	2.79%
Commercial Recycle Containers																			
Three Yard "Recycle" Containers																			
First Pick-up	\$137.13	\$3.83		\$140.96	n/a					\$140.96	\$1.80	\$0.38	\$143.25	\$21.49		\$7.16		\$28.65	N/A
Each Additional Pick-up Freq.	\$74.09	\$2.07		\$76.16	n/a					\$76.16	\$1.03	\$0.21	\$77.40	\$11.61		\$3.87		\$15.48	N/A
Non-Scheduled Pick-up	\$84.11	\$1.79		\$85.90	n/a					\$85.90	\$0.83	\$0.18	\$86.87	\$10.04		\$3.35		\$13.39	N/A
Contaminated Bin (Trash)	\$137.13	\$3.83		\$140.96	n/a					\$140.96	\$1.80	\$0.38	\$143.25	\$21.49		\$7.16		\$28.65	N/A
Commercial Special Services																			
Pull Out Service																			
First Pick-up	\$55.72	\$1.56		\$57.28	n/a					\$57.28	N/A	N/A	N/A	\$8.60		\$2.86		\$11.46	2.78%
Each Additional Pick up Freq	\$55.72	\$1.56		\$57.28	n/a					\$57.28	N/A	N/A	N/A	\$8.60		\$2.86		\$11.46	2.78%
Non-Scheduled Pick up	\$55.72	\$1.56		\$57.28	n/a					\$57.28	N/A	N/A	N/A	\$8.60		\$2.86		\$11.46	2.79%
Surcharge - Sunday Service	\$12.79	\$0.36		\$13.15	n/a					\$13.15	N/A	N/A	N/A	\$1.97		\$0.66		\$2.63	2.79%
Bin Exchange after One-Time p/Year	\$83.13	\$2.27		\$83.39	n/a					\$83.39	N/A	N/A	N/A	\$12.51		\$4.17		\$16.68	2.79%
Redelivery of Bin(s) - Non Payment	\$84.55	\$2.30		\$84.55	n/a					\$84.55	N/A	N/A	N/A	\$12.68		\$4.23		\$16.91	2.79%
Locking Latch Bins																			
Set-Up Cost	\$97.81	\$2.73		\$100.34	n/a					\$100.34	N/A	N/A	N/A	\$15.05		\$5.02		\$20.07	2.78%
Monthly Maintenance Fee P/tp Freq.	\$2.17	\$0.06		\$2.23	n/a					\$2.23	N/A	N/A	N/A	\$0.34		\$0.11		\$0.45	2.79%
Special Access / Code or Key Fee	\$10.82	\$0.30		\$11.12	n/a					\$11.12	N/A	N/A	N/A	\$1.68		\$0.56		\$2.22	2.78%
Container Steam Cleaning after 1x/Year	\$107.10	\$2.91		\$107.10	n/a					\$107.10	N/A	N/A	N/A	\$16.06		\$5.36		\$21.42	2.79%
Clean-Up/Disposal "Over the Top"	\$38.93	\$1.06		\$38.93	n/a					\$38.93	N/A	N/A	N/A	\$5.84		\$1.95		\$7.79	2.79%
Commercial Bulky-Item Pick-ups																			
Basic Charge - Two Items	\$46.05	\$1.29		\$47.35	n/a					\$47.35	N/A	N/A	N/A	\$7.10		\$2.37		\$9.47	2.79%
Charge for each item over Two	\$6.58	\$0.18		\$6.76	n/a					\$6.76	N/A	N/A	N/A	\$1.01		\$0.34		\$1.35	2.79%
Additional Fee Gas Recovery	\$46.05	\$1.29		\$47.35	n/a					\$47.35	N/A	N/A	N/A	\$7.10		\$2.37		\$9.47	2.79%
Ylt Hopour Monthly Rental	\$43.36	\$1.18		\$43.36	n/a					\$43.36	N/A	N/A	N/A	\$6.50		\$2.17		\$8.67	2.79%
Three Yard Bin Monthly Rental	\$55.59	\$1.51		\$55.59	n/a					\$55.59	N/A	N/A	N/A	\$8.34		\$2.78		\$11.12	2.76%

CITY OF PLACENTIA
EXHIBIT "A" BACK-UP

	(A) Service Fee	(B) CPI Adj.	=	(C) Adjusted Service Fee [(A)+(B)]	(D) Orange Co. Landfill	+	(E) Landfill Adjustment	=	(F) Adjusted Landfill Cost [(D)+(E)]	(G) Total Rate [(C)+(F)]	(H) Organic PI 1.35%	(I) Fran Fees	(J) Total Rate Including Organics	(K) Franchise [15% of (G)]	+	(L) Administrative [5% of (G)]	=	(M) Fees Paid to Placentia	Net Percent Rate Change
Industrial Roll-Off Services																			
<u>Permanent Services</u>																			
15-Yard Demo Container	\$362.34	\$10.12	=	\$372.46	\$391.00	+	\$4.08	=	\$285.08	\$577.54	\$7.80	\$1.56	\$586.90	\$88.03		\$29.35	=	\$117.38	2.52%
15-Yard Demo Container - Clean Inerts	\$329.93	\$9.22	=	\$339.14	n/a	+		=		\$339.14	\$4.58	\$0.92	\$344.64	\$51.70		\$17.23	=	\$66.93	N/A
30-Yard Drop Off Container	\$342.57	\$9.57	=	\$352.14	\$167.50	+	\$3.40	=	\$170.90	\$523.04	\$7.06	\$1.41	\$531.51	\$79.72		\$26.68	=	\$106.30	2.54%
30-Yard Container - Green Waste	\$475.46	\$13.28	=	\$488.74	n/a	+		=		\$488.74	\$6.60	\$1.32	\$496.66	\$74.50		\$24.83	=	\$99.33	N/A
40-Yard Compactor	\$430.37	\$12.02	=	\$442.39	\$234.50	+	\$4.76	=	\$239.26	\$681.65	\$9.20	\$1.84	\$692.70	\$103.91		\$34.63	=	\$136.54	2.52%
<u>Temporary Services</u>																			
15-Yard Demo Container	\$670.06	\$10.34	=	\$680.40	\$201.00	+	\$4.08	=	\$205.08	\$885.48	\$7.90	\$1.58	\$894.96	\$89.24		\$29.75	=	\$118.99	2.53%
15-Yard Demo Container - Clean Inerts	\$340.76	\$9.52	=	\$350.28	n/a	+		=		\$350.28	\$4.73	\$0.95	\$355.93	\$53.39		\$17.80	=	\$71.19	N/A
30-Yard Drop Off Container	\$359.89	\$10.06	=	\$369.94	\$167.50	+	\$3.40	=	\$170.90	\$540.84	\$7.30	\$1.46	\$549.60	\$82.44		\$27.48	=	\$109.92	2.55%
30-Yard Container - Green Waste	\$486.29	\$13.59	=	\$499.87	n/a	+		=		\$499.87	\$6.75	\$1.35	\$507.97	\$76.19		\$25.40	=	\$101.59	N/A
Overweight Surcharge @/ton (Actual weight over 8 tons/load)																			
Trash Loads	\$17.00	\$0.49	=	\$16.09	\$33.50	+	\$0.66	=	\$34.16	\$52.27	\$0.71	\$0.14	\$53.12	\$7.95		\$2.68	=	\$10.62	2.29%
Clean Inerts	\$32.46	\$0.91	=	\$33.36	n/a	+		=		\$33.36	\$0.45	\$0.09	\$33.90	\$5.08		\$1.70	=	\$6.78	N/A
Clean Green Waste	\$42.48	\$1.19	=	\$43.66	n/a	+		=		\$43.66	\$0.59	\$0.12	\$44.38	\$6.66		\$2.22	=	\$8.88	N/A
Industrial Special Services																			
Saturday Service - Per Pull	\$94.33	\$0.96	=	\$95.29	n/a	+		=		\$95.29	N/A	N/A	N/A	\$5.30		\$1.76	=	\$7.06	2.79%
Mandatory Signature Required - Per Pull	\$5.41	\$0.15	=	\$5.56	n/a	+		=		\$5.56	N/A	N/A	N/A	\$0.83		\$0.28	=	\$1.11	2.79%
Additional Days Temp R/O Per Day	\$13.14	\$0.37	=	\$13.51	n/a	+		=		\$13.51	N/A	N/A	N/A	\$2.02		\$0.68	=	\$2.70	2.79%
Stand-By Hourly Rate	\$82.25	\$2.30	=	\$84.55	n/a	+		=		\$84.55	N/A	N/A	N/A	\$12.68		\$4.22	=	\$16.91	2.79%
Relocation/Trip Charge/Dead Run	\$54.08	\$1.51	=	\$55.59	n/a	+		=		\$55.59	N/A	N/A	N/A	\$8.34		\$2.78	=	\$11.12	2.79%
Packer "Turn-A-Round" Surcharge Per Pull	\$10.62	\$0.30	=	\$11.12	n/a	+		=		\$11.12	N/A	N/A	N/A	\$1.65		\$0.58	=	\$2.22	2.79%
Heavy-Duty Truck Service - Per Pull	\$378.60	\$10.58	=	\$389.17	n/a	+		=		\$389.17	N/A	N/A	N/A	\$58.37		\$19.46	=	\$77.83	2.79%
R/O Container Steam Cleaning after 1x/Year	\$106.17	\$3.02	=	\$111.19	n/a	+		=		\$111.19	N/A	N/A	N/A	\$16.68		\$5.56	=	\$22.24	2.79%
Storage Container Rental / Delivery	\$95.45	\$2.39	=	\$97.84	n/a	+		=		\$97.84	N/A	N/A	N/A	\$13.18		\$4.39	=	\$17.57	2.79%
Storage Container Return \$10.00 + Per/Mile	\$1.18	\$0.03	=	\$1.22	n/a	+		=		\$1.22	N/A	N/A	N/A	\$0.18		\$0.06	=	\$0.24	2.79%

**EXHIBIT 1
CITY OF PLACENTIA**

Step 1. Calculate the Commercial Organics Program Cost

Description:

1. Use the table to calculate the updated annual organics program costs by entering data in Columns A, D and E in the highlighted and outlined boxes. See footnotes below for clarification on data entry. Any cell that is not highlighted and outlined is a calculation.
2. Enter most recent CPI adjustment in footnote 4 to automatically import into Rows 2 through 5, Column B.
3. Calculated result on Row 10 will be utilized in Step 3, Row 1 to calculate the rebalancing adjustment.

Step 1 - Calculate the annual organics program cost for the most recent 12 month period.										
Row	Cost Category	Unit Cost at Time of Last Adjustment (Column A) ⁽¹⁾	Adjustment Method (Column B)	Adjustment % to Unit Cost (Column C)	Updated Cost per Unit (Column D = Column A x (1+Column C))	Actual Number of Units (Column E)	Monthly Cost (Column F = Column D x Column E)			
1	Processing - Pass Through	\$ 100.10 /ton ⁽²⁾⁽³⁾	Actual	4.9% ⁽³⁾	\$ 105.00 /ton ⁽³⁾	118 tons/month ⁽⁵⁾	\$ 12,390			
2	Collection	\$ 105.78 /hour ⁽²⁾	CPI ⁽⁴⁾	10.0% ⁽⁴⁾	\$ 116.36 /hour	132 hours/month ⁽⁶⁾	\$ 15,359			
3	Outreach	\$ 7,465 /year ⁽²⁾	CPI ⁽⁴⁾	10.0% ⁽⁴⁾	\$ 8,211.50 /year	12 months/year	\$ 684			
4	Containers - Carts	\$ 0.50 /cart/month ⁽²⁾	CPI ⁽⁴⁾	10.0% ⁽⁴⁾	\$ 0.55 /cart/month	0 carts ⁽⁷⁾	\$ -			
5	Containers- Bins	\$ 8.33 /bin/month ⁽²⁾	CPI ⁽⁴⁾	10.0% ⁽⁴⁾	\$ 9.16 /bin/month	90 bins ⁽⁷⁾	\$ 825			
6	Subtotal (Sum of R1 through R5)							\$ 29,258		
7	Contractor Margin at 10% (R6 x 10%)							\$ 2,926		
8	Total Organics Program Monthly Cost (R6+R7)							\$ 32,184		
9	Months per Year							12		
10	Total Organics Program Annual Cost (R8 x R9)							\$ 386,209		

⁽¹⁾ Original Unit Costs are based on the costs used in Exhibit 4 - Documentation of the Rebalancing Adjustment Factor.

⁽²⁾ For initial rebalancing on or before 7/1/2022, unit costs, except for processing costs as described in footnote 3, are initially set as shown in Exhibit 4. Unit Costs to be entered from previous rebalancing Column D Unit Costs in Exhibit 3, Step 1, if an additional rebalancing occurs per the guidelines of the Amendment Section 4.c.

⁽³⁾ Enter most recent organics processing cost per ton used to determine the sector-wide increase from Exhibit 2, Column D. Enter Updated Cost per Unit Category in Column D to automatically calculate the Adjustment % in Column C.

⁽⁴⁾ Use Consumer Price Index for All Urban Customers (CUURA421SA0). Adjustment to be calculated for 7/1/2022 (or earlier if applied prior to that under Section 4.c of the Amendment). As an example, if the first rebalancing adjustment is calculated for July 1, 2022, then the change in the CPI would be calculated based on the average annual CPI index for calendar year 2017 compared to the same index for calendar year 2021, a four-year change. Insert CPI adjustment percentage below for automatic calculation.

10.0% Insert CPI change since last rebalancing adjustment

⁽⁵⁾ Input average monthly tonnage from the most recent 12 months. Tonnage from routes that crossover City boundaries will be allocated to jurisdictions based on container capacity.

⁽⁶⁾ Input average monthly collection hours from the most recent 12 months. Route hours from routes that crossover City boundaries will be allocated to jurisdictions based on container capacity.

⁽⁷⁾ Input most recent available container count.

**EXHIBIT 3
CITY OF PLACENTIA**

Draft

Step 2. Calculate the Current Rate Revenues from the Commercial Organics Program

Description:

1. Enter the most recently available number of customers for each service level provided by Contractor in Column A.
2. Enter the current rates for organics under each service in Column B.
3. Upon data population, the monthly and annual program rate revenue will automatically calculate and be utilized in Step 3.

Step 2 - Calculate the annual rate revenue generated from the commercial organics program.

Row #	Container Size and Frequency	Number of Customers for Each Service Level (Column A)	Current Rates for Organics Services (Column B)	Rate Revenue per Service Type (Column C = Column A x Column B)
	2 Yard Bin			
1	1x per week	114	\$ 125.68	\$ 14,327.52
2	2x per week			\$ -
3	3x per week			\$ -
	Cart Rate			
4	1x per week			\$ -
5	2x per week			\$ -
6	3x per week			\$ -
7	Sum of Organics Program Monthly Revenue (Sum R1 - R6)			\$ 14,327.52
8	Months per Year			12
9	Annual Organics Program Revenue (R7 x R8)			\$ 171,930.24

**EXHIBIT 3
CITY OF PLACENTIA**

Draft

Step 3. Calculation of the Difference Between Organics Program Cost and Revenue

Description:

1. Step 3 will automatically calculate by carrying data forward from Steps 1 and 2 to determine the difference between Organics Program Rate Revenue and Costs before applying the commercial sector-wide increase. Row 3 will be utilized in Step 5.

Step 3 - Calculate the difference between organics program rate revenue and costs before additional sector-wide increase.			
Row #	Line Item	Units	Notes
1	Annual Organics Program Cost	\$ 386,209 /year	From Step 1, Row 10
2	Annual Rate Revenue for Organics	\$ 171,930 /year	From Step 2, Row 9
3	Annual Difference (R1 - R2)	\$ 214,278 /year	Calculation R1 - R2

**EXHIBIT 3
CITY OF PLACENTIA**

Draft

Step 4. Calculate the Negotiated Annual Program Costs.

Description:

1. Step 4 requires input of the most recent commercial and industrial rate revenue provided by Contractor (including the most recent CPI adjustment) and the previously applied sector-wide increase percentages in the highlighted and outlined cells. This step calculates the current negotiated cost of the commercial organics program. Row 5 will be utilized in Step 6.

Step 4 - Calculate the annual negotiated costs of the commercial organics program.			
Row #	Line Item	Units	Notes
1	Total commercial and industrial rate revenue	4,146,615 /year	For the most recent Fiscal Year.
2	Negotiated % sector-wide increase for commercial and industrial rates	2.70%	For the first rebalancing the percentage is the amount shown in this Exhibit. For subsequent rebalancing use the percentage from Step 7, Row
3	Cumulative Organic Waste processing component adjustments since the most recent rebalancing	0.12%	Cumulative of all sector-wide increases calculated by Exhibit 2 under the Amendment since the last rebalancing.
4	Cumulative negotiated sector-wide % increase (R2 + R3)	2.82%	Calculation R2 + R3
5	Annual Negotiated Costs of Organics Program (R1 x R4)	\$ 111,959 /year	Calculation R1 x R4

**EXHIBIT 3
CITY OF PLACENTIA**

Draft

Step 5. Calculate the New Funding Requirements

Description:

1. Upon completion of Steps 1-4, Step 5 will automatically calculate the new funding requirement in order to calculate the rebalanced sector-wide adjustment in subsequent steps.

Step 5 - Calculate the new funding requirement for sector-wide adjustment.			
Row #	Line Item	Units	Notes
1	Difference between commercial organics program revenue and costs	\$ 214,278 /year	From Step 3, Row 3 Previously negotiated rebalancing adjustment factor as documented in Exhibit 4. This factor does not change in future rebalancing.
2	Rebalancing adjustment factor	<u>1.13</u>	
3	New Funding Requirement for Rebalanced Sector-wide Adjustment (R1 x R2)	\$ 242,000 /year	

EXHIBIT 3

Draft

CITY OF PLACENTIA

Step 6. Calculate the Rebalancing Percentage

Description:

1. Step 6 will automatically calculate the future sector-wide rebalancing percentage to be applied to commercial and industrial rates.

Step 6 - Calculate the future sector-wide rebalancing percentage to be applied to commercial and industrial rates.			
Row #	Line Item	Units	Notes
1	New funding requirement for rebalanced sector-wide adjustment	\$ 242,000 /year	From Step 5, Row 3
2	Negotiated cost of organics program	\$ 111,959 /year	From Step 4, Row 5
3	New funding requirement for new sector-wide adjustment (R1 - R2)	\$ 130,041 /year	
4	Total commercial and industrial rate revenue	\$ 4,146,615 /year	From Step 4, Row 1
5	Additional Percentage for Rebalancing (R3 + R4)	3.14%	To be applied to the commercial and industrial rates with next annual CPI adjustment.

**EXHIBIT 3
CITY OF PLACENTIA**

Draft

Step 7. Calculate Cumulative Sector-wide Increase Only if Rebalancing Mechanism is Implemented more than Once

Description:

NOTE: Step 7 will only be used if an additional rebalancing procedure is initiated, carry forward Step 7, Row 3 to Step 4, Row 2 of future rebalancing procedure.

Step 7 - Calculate the future sector-wide rebalancing percentage to be applied to commercial and industrial rates.			
Row #	Line Item	Units	Notes
1	Cumulative negotiated sector-wide increase	2.82%	From Step 4, Row 4
2	Additional percentage for current rebalancing adjustment	<u>3.14%</u>	From Step 6, Row 3
3	Cumulative Sector-wide Increase (R1 + R2)	5.96%	To be implemented in Step 4, Row 2 of future rebalancing procedures.